

**Regular Meeting Study Session  
Board of Trustees  
Coast Community College District**

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**Date:** Wednesday, March 17, 2010

**Location:** Coast Community College District  
Board Room  
1370 Adams Avenue  
Costa Mesa, California 92626

**Time:** 5:00 p.m.

***A G E N D A I T E M S***

1. **Call to Order**
2. **Roll Call**
3. **Opportunity for Public Comment**

*Members of the public have the opportunity to address the Board of Trustees on any item under subject matter jurisdiction of the Board, before or during consideration of the item. Persons wishing to make comments are allowed 5-minutes. A "Request to Address the Board of Trustees" card needs to be completed and filed with the Secretary of the Board of Trustees prior to speaking.*

4. **Convene to Closed Session**

The following items will be discussed in Closed Session:

- a. Public Employment (Pursuant to Government Code 54957 (b)(1))
  - i. Faculty Special Assignments
  - ii. Substitute Faculty
  - iii. Full-time Faculty
  - iv. Part-time Faculty
  - v. Educational Administrators
  - vi. Classified Management



- vii. Classified Staff
- viii. Reclassification and Reorganization/Reassignment  
Division Area Office Coordinator, Special Assignment
- ix. Classified Temporary Assignments
- x. Hourly Staff
- xi. Substitute Classified
- xii. Clinical Advisor/Summer
- xiii. Medical Professional Hourly Personnel
- xiv. Student Workers

- b. Conference with Legal Counsel: Existing Litigation  
(Pursuant to sub-section "a" of Government Code Section 54956.9)

*Morgenstern v. Orange Coast College et al.*, Orange County Superior Court  
Case No. 30-2008-00109222

*Coast Federation of Educators v. Coast Community College District* (CFE  
Arbitration)

*Faber v. Coast Community College District et al.*, Orange County Superior Court  
Case No. 30-2009-00126090

*Jacobson v. Coast Community College District* (Arbitration)

*Williams v. Barr, et al.*, US District Court Case No. SACVIO-47 DOC (MLGX)

*Magana vs. Coast Community College District*, Orange County Superior Court  
Case No. 30-2010-00346951

*Rodriguez vs. Coast Community College District*, DFEH Case No.  
E200910K0841

*Lopez vs. Golden West College*, Office for Civil Rights Case No. 09-10-2094

- c. Public Employee Discipline/Dismissal/Release  
(Pursuant to Government Code 54957)

- d. Public Employee Performance Evaluation  
(Pursuant to Government Code Section 54957)

Position: Chancellor

- e. Conference with Labor Negotiator  
(Pursuant to Government Code Section 54957.6)  
Agency Negotiator: Joseph Quarles Ed.D., Vice Chancellor, Human Resources  
Employee Organizations:

Coast Federation of Classified Employees (CFCE),

Coast Community College Association - California Teachers Association/National  
Education Association (CCCA-CTA/NEA),

Coast Federation of Educators/American Federation of Teachers (CFE/AFT),



Unrepresented Employees: Association of Confidential Employees (ACE),  
Unrepresented Employees: Coast District Management Association (CDMA),  
Educational Administrators

5. **Reconvene Open Session at 6:30 p.m.**
6. **Report of Action from Closed Session (if any)**
7. **Pledge of Allegiance – Trustee Jim Moreno, Board Clerk**
8. **Opportunity for Public Comment (Items on the Agenda)**
9. **Approve Proposal for Recruitment Services for the Vice Chancellor of Administrative Services and Vice Chancellor of Educational Services Positions**

It is recommended by the Board President that the Board approve the proposal from Ralph Anderson & Associates for recruitment services for the Vice Chancellor of Administrative Services and Vice Chancellor of Education Services positions. A copy of the proposal is attached to each Trustee's agenda (See Attachment #3).

10. **Consideration of Board Appointments to Search Committees for Vice Chancellor of Administrative Services and Vice Chancellor of Educational Services Positions**

It is recommended by the Board President that Trustee Jim Moreno be appointed as the Board Representative to the Search Committee for the Vice Chancellor of Administrative Resources position, and that Trustee Lorraine Prinsky be appointed as the Board Representative to the Search Committee for the Vice Chancellor of Educational Services position.

Board President Patterson recommends the appointment of Dr. Suzanne Savary of Newport Beach as the Community Representative on the Vice Chancellor of Educational Services Search Committee, and Mr. Susumu Yokoyama of Huntington Beach as the Community Representative on the Vice Chancellor of Administrative Services Search Committee. Both of their resumes are attachments to this Agenda Item. It is further recommended that the Secretary of the Board be directed to advise all Search Committee appointing constituencies to make their appointments to these two Search Committees at their earliest opportunity and advise the Board Office and the Chancellor. Copies of the Community Representative resumes are attached to each Trustee's agenda (See Attachment #2)



**11. Approval of District Student Council Rally for the “No More Cuts” Text Messaging Campaign**

After review by the District Student Council and the Secretary of the Board, it is recommended by the Student Trustee that the Board authorize the District Student Council to hold a rally in support of the Council’s “No More Cuts” Text Messaging Campaign, at the Golden West College campus, on March 19, 2010. The Board President, or designee, is authorized to sign any documents pertaining to this event indicating approval by the Board of Trustees. The Student Trustee is directed to provide a summary of the Text Messaging Campaign and Rally event at the April 7, 2010 Board of Trustees meeting.

**12. Approval of Non-Standard Architect Agreement with MVE Institutional; Orange Coast College Music Modernization**

This item is placed on the Board’s agenda as an urgent matter. The urgency comes from meeting the State Chancellor’s Office timelines. Since 50% of the project funds comes from the State, any delays may jeopardize the project.

**Background**

Music building 3 was originally constructed in 1975 and music building 4 was originally constructed in 1954. Neither building had any major renovation or addition since, only a recent roofing renovation in 1997. The current buildings have infrastructure problems, which include insufficient space, inefficient HVAC system, and a lack of an electrical/communication infrastructure to support growing technology use. In addition, the existing buildings do not comply with ADA.

Some initial building investigations were completed back in 2005 but an updated assessment for all building systems will be required. Buildings 3 and 4 total approximately 15,000 gross square feet (12,000 assignable). Project includes reconfiguration of spaces (tenant improvements) but no expansion.

**Goal/Purpose**

The purpose of this project is to renovate the two existing music buildings (Building #3 and #4) that are currently serving the music program at Orange Coast College. Functions in the existing Music Building 3 and 4 include recital/choir rehearsal, piano/guitar lab, individual practice labs, music computer lab, music theory classroom, recording studio, band room, music library, offices and storage areas for support services.

**Recommendation Statement**

After review by the Orange Coast College Vice President of Administrative Services, Assistant Director of Facilities Planning and Construction and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to employ MVE Institutional for architectural services for the Orange Coast College Music Modernization pursuant to a Non-Standard Architectural Agreement.



The scope of services is to include the following tasks:

a.	Architectural and Engineering Preliminary Plans	\$205,415
b.	Architectural and Engineering Working Drawings	\$264,105
c.	Architectural and Engineering Oversight	\$117,380
d.	Specialty Consultant – Acoustical	\$ 14,190
e.	Specialty Consultant – Theatrical/Lighting	\$ 11,000
f.	Reimbursable Expenses	\$ 10,000

Total for above services: \$622,090

It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the agreement. (See Attachment #4)

**Fiscal Impact:** \$622,090 (State Capital Outlay 50%/General Obligation Bond Fund – Measure C 50%)

Master Plan Approved Project  
OCC Music Modernization  
(2009/2010 State Capital Outlay Program)

**13. Approval of Amendment to the Agreement with Follett Higher Education Group for Bookstore Services**

After review by the Vice Chancellor of Administrative Services and the District General Counsel, it is recommended that the Board approve the Amendment to the Agreement with Follett Higher Education Group, effective March 18, 2010. The Amendment to the Agreement allows the District to expand its collaboration with Follett Higher Education Group to include all three colleges of the Coast Community College District. The Board President or designee is authorized to sign the Amendment to the Agreement and any related documents indicating approval by the Board. (Attachment Pending)

**14. Approval of Special Payments**

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the following Special Payments be approved:

Approval of payment Not To Exceed \$5,000 to cover reasonable and allowable expenses, including meeting room costs, airfare, lodging and taxes incurred for the Vice Chancellor of Human Resources Search Committee. Names are on file with the Personnel Office and Board of Trustees Office. Expenses to be paid from Recruitment funds.

Approval of payment Not To Exceed \$5,000 to cover reasonable and allowable expenses, including meeting room costs, airfare, lodging, and taxes incurred for the Coastline Community College President Search Committee. Names are on file with the Personnel Office and the Board of Trustees Office. Expenses to be paid from Recruitment funds.



**15. Approval of the Minutes of the March 3, 2010 Board of Trustees' Meeting**

**16. Board of Trustees Study Session on the Fiscal Year 2010-11 Budget and Status of the Fiscal Year 2009-10 Budget**

At this time, Trustees shall have the opportunity to participate in a Study Session on the Fiscal Year 2010-11 Budget. The Study Session also includes the status of the Fiscal Year 2009-10 budget, as well as materials concerning the 50% Law. Copies of the Study Session materials are attached to each Trustee's agenda (See Attachment #1).

**17. Opportunity for Public Comment (Items Not on the Agenda)**

**18. Adjournment**

It is the intention of the Coast Community College District to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, the Coast Community College District will attempt to accommodate you in every reasonable manner. Please contact the Secretary of the Board of Trustees, (714) 438-4848, as soon as possible to inform us of your particular needs so that appropriate accommodations may be made.



**Regular Meeting**  
**Board of Trustees**  
**Coast Community College District**

District Board Room

5:00 p.m. Closed Session, 6:30 p.m. Regular Meeting

March 3, 2010

**MINUTES**

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on March 3, 2010 in the Board Room at the District Office.

**1.00 Preliminary Matters**

**1.01 Call to Order**

Board President Jerry Patterson called the meeting to order at 5:01 p.m.

**1.02 Roll Call**

Trustees Present: Jerry Patterson, Mary Hornbuckle, Walter Howald, Jim Moreno,  
Lorraine Prinsky and Student Trustee Robert Lane

Trustees Absent: None

**1.03 Public Comment (Closed Session – Items on Agenda)**

There were no requests to address the Board during Public Comment.

**1.04 Recess to Closed Session**

*Conducted in Accordance with applicable sections of California law. Closed Sessions are not open to the public.*

The Board recessed to Closed Session at 5:04 p.m. to discuss the following items:

**1.04.01 Public Employment (Pursuant to Government Code Section 54957 (b) (1))**

1. Faculty Special Assignments
2. Substitute Faculty
3. Full-time Faculty
4. Part-time Faculty
5. Educational Administrators
6. Classified Management
7. Classified Staff
  - a. Revision: Student Fin Aid Acctng/Fiscal Specialist
8. Reclassification and Reorganization/Reassignment
  - a. Staff Aide
9. Classified Temporary Assignments
  - a. Special Assignment
  - b. Security Coordinator
  - c. Child Development Specialist
  - d. System/Network Analyst II
  - e. Web/Multimedia Programmer
  - f. Graphic Designer
  - g. Maintenance, Lead
  - h. Groundskeeper, Lead
  - i. Staff Specialist
10. Hourly Staff
11. Substitute Classified
12. Clinical Advisor/Summer
13. Medical Professional Hourly Personnel
14. Student Workers

*Public employment materials are available upon request from the Board of Trustees' Office*

**1.04.02 Conference with Labor Negotiator**

**(Pursuant to Government Code Section 54957.6)**

**Agency Negotiator: Joseph Quarles Ed.D., Vice Chancellor, Human Resources**

Employee Organizations:

Coast Federation of Classified Employees (CFCE),  
Coast Community College Association-California Teachers Association/National  
Education Association (CCCA-CTA/NEA),  
Coast Federation of Educators/American Federation of Teachers (CFE/AFT),  
Unrepresented Employees: Association of Confidential Employees (ACE),  
Unrepresented Employees: Coast District Management Association (CDMA),  
Educational Administrators

**1.04.03 Conference with Legal Counsel: Existing Litigation  
(Pursuant to sub-section "a" of Government Code Section 54956.9)**

*Morgenstern v. Orange Coast College et al., Orange County Superior Court Case No. 30-2008-00109222*  
*Coast Federation of Educators v. Coast Community College District (CFE Arbitration)*  
*Faber v. Coast Community College District et al., Orange County Superior Court Case No. 30-2009-00126090*  
*Jacobson v. Coast Community College District (Arbitration)*  
*Williams v. Coast Community College District, US District Court Case No. SACVIO-47 DOC (MLGX)*  
*Magana vs. Coast Community College District*  
*Rodriguez vs. Coast Community College District, DFEH Case No. E200910K0841*

**1.04.04 Conference with Legal Counsel: Anticipated Litigation  
(Pursuant to sub-section "b" of Government Code Section 54956.9)**

Threatened Litigation by George Behr

**1.04.05 Public Employee Discipline/Dismissal/Release  
(Pursuant to Government Code Section 54957)**

**1.04.06 Public Employee Performance Evaluation  
(Pursuant to Government Code Section 54957)**

Position: Chancellor

**1.05 Reconvene Regular Meeting at 6:30 p.m.**

The Board reconvened to Open Session at 6:37 p.m.

**1.06 Pledge of Allegiance**

Student Trustee Lane led the Pledge of Allegiance to the United States.

**1.07 Report of Action in Closed Session**

Dr. Christian Teeter, Secretary of the Board of Trustees, reported that on a motion by Dr. Prinsky and seconded by Mr. Moreno, the Board voted unanimously to approve Agenda Item 1.04.01, Public Employment. (See appendix A, pages 16-31)

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle

No: None  
Absent: None

Dr. Jack Lipton, General Counsel reported that on a motion by Mr. Howald and seconded by Dr. Prinsky, the Board voted unanimously to respond to the discrimination complaint as listed in Agenda Item 1.04.03 Conference with Legal Counsel: Existing Litigation, Rodriguez vs. Coast Community College District, DFEH Case No. E200910K0841.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: None

**1.08 Public Comment (Open Session - Items on Agenda)**

There were no requests to address the Board during Public Comment.

**1.09 Presentations, Ceremonial Resolutions and Public Hearings**

**1.09.01 Resolutions to Honor and Accept the Retirements**

The Board expressed appreciation and congratulations to the following retirees with 10 or more years of service to the Coast Community College District:

Faculty

Elizabeth M. Smith, GWC, Instructor, Physical Education, retirement effective 2/01/10

Classified

Bobbie Shrode, CCC, Accounting Technician, Senior, retirement effective 7/01/10

Administrator

Chandulal Brahmhatt, Vice Chancellor, Administrative Services, retirement effective 6/24/10

It was moved by Mr. Moreno and seconded by Mr. Lane to accept these retirements.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: None

**2.00 General Information and Reports**

**2.01 Informative Reports**

*(Oral reports shall be limited to a maximum of three minutes. If requested and provided to the Board during the oral report, a written report shall be included as part of the public record. These reports generally will cover*

*issues such as past and upcoming activities, student enrollment, budgetary issues, student concerns, and employee concerns)*

#### **2.01.01 Report from the Chancellor**

Dr. Ding-Jo H. Currie, Chancellor, provided a report to the Board.

#### **2.01.02 Reports from the Presidents**

The following college presidents or designee provided reports to the Board:

Dr. Marilyn Brock, Coastline Community College  
Dr. Dennis Harkins, Orange Coast College  
Wes Bryan, Golden West College

#### **2.01.03 Reports from the Officers of Student Government Organizations**

The following representatives provided reports on behalf of the student government organizations:

Lee Fuller, Coastline Community College  
Steven Sewell, Golden West College  
Kris Cutting, Orange Coast College

#### **2.01.04 Reports from the Academic Senate Presidents**

The following Academic Senate Presidents or designee provided reports to the Board:

Dr. Eduardo Arismendi-Pardi, Orange Coast College (OCC) Academic Senate President  
Diane Restelli, Golden West College (GWC) Academic Senate President  
Nancy Jones, Coastline Community College (CCC) Academic Senate President

#### **2.01.05 Reports from Employee Representative Groups**

Reports were provided by the following Employee Representative Groups:

Barbara Price, President, Coast Community College Association/California Teachers Association-National Education Association (CCCA/CTA-NEA)  
Dean Mancina, President, Coast Federation of Educators (CFE)  
Neal Kelsey, Executive Director, Coast Federation of Classified Employees (CFCE)

#### **2.01.06 Reports from the Board of Trustees**

Board members provided individual reports.

#### **2.01.07 Reports from the Board Committees & Review of Board Committee Meeting Dates**

The Board reviewed the dates of the upcoming Board Committee meetings.

Trustee Moreno provided a report of the Audit Committee. Trustees Howald and Moreno provided a report of the Career Technical Education and Budget Committees. Trustee

Hornbuckle provided an update of the Accreditation Committee. Trustee Howald provided a report of the Land Development Committee and Trustee Patterson provided a report of the Personnel Committee. Trustee Prinsky provided a report of the Orange County Legislative Task Force.

## **2.02 Matters for Review, Discussion and/or Action**

### **2.02.01 Review of Board Meeting Dates**

The Board reviewed the scheduled Board Meeting dates for FY 2009/2010 as presented in the March 3, 2010 Agenda.

### **2.02.02 Consideration of Meetings and Conferences of the American Association of Community College (AACC) Association of Community College Trustees (ACCT) & California Community Colleges League (CCLC)**

The Board reviewed the scheduled Board Meeting dates and conferences for the AACC, ACCT, and the CCLC.

### **2.02.03 Opportunity for the Board to Review the Board Directives Log**

The Board reviewed and discussed the items on the Board Log.

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle to make the following changes to the Board Log:

1. Change the date on # 2, "Provide a status report of the OCC Bookstore and Food Service revenue" from April 21, 2010 to May 5, 2010.
2. Change the date on # 6, "Progress report of Common Course Numbering" from March 17, 2010 to April 7, 2010.
3. Change the date on # 9, "Develop Board policy relating to Academic Senate Presidents" from March 17, 2010 to April 7, 2010.
4. Change the date on # 12, "Prepare a succession plan for faculty, staff, and administration" from April 21, 2010 to September 1, 2010.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

### **2.02.04 Opportunity for the Board of Trustees to Discuss Request for Proposals # 1975 for External Audit Services for Fiscal Year 2010-11**

The Board briefly discussed the Request for Proposals # 1975 for External Audit Services for Fiscal Year 2010-11.

**2.02.05 Opportunity for the Board of Trustees to discuss the Implementation of Phase II of the CAP/LOAD Management and Finance Resourcing Program 2010 Budget Year**

Mr. Ken Cereghino and Ms. Joyce Black of Cambridge West Partnership, LLC, provided a report to the Board of Phase II of the CAP/LOAD Management and Finance Resourcing Program 2010 Budget Year.

**2.02.06 Report from the Chancellor and opportunity for the Board of Trustees to Discuss District Executive Management Position Profiles, Recruitment and Selection**

Dr Currie, Chancellor, provided a report to the Board of the status of impending District Management Positions that are going to be vacant with the recent announcement of retirements and the recruitment process that will be conducted to replace them.

Dr. Currie requested the Board's support of her recommendation to move forward in filling the vacant positions.

Board President Patterson announced that an item will be placed on the next Board meeting agenda to choose a recruiting firm.

**2.02.07 Report from the Chancellor and Opportunity for the Board of Trustees to Discuss Planning for Coast Community College District Bookstores' Reorganization and Management**

Dr. Currie, Chancellor, provided a report to the Board and recommended that the current contract between Follett and Orange Coast College for management of their bookstore be amended to include the management of the bookstores at Golden West College and Coastline Community College as well.

Public speaker, Helen Hawthorne addressed the Board regarding the operations and management history of the Orange Coast College Bookstore.

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle to direct the Chancellor to proceed with negotiations with Follett and bring this item back before the Board when complete.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

**2.02.08 Opportunity for the Board of Trustees to Review Mid-Term Accreditation Reports**

Following discussion it was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to authorize the submission of the reports to the Accrediting Commission for Community and Junior Colleges with one change to page 29 of Orange Coast College's report.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: None

**2.02.09 Opportunity for the Board of Trustees to Discuss the Legislative Analyst's Proposal Concerning Student Fees and Annual Growth Apportionment Funds**

Following discussion it was moved by Mr. Moreno and seconded by Dr. Prinsky to authorize Board President Patterson to write letters on behalf of the Board to all our Orange County Legislators and higher education State Legislators regarding the Legislative Analyst's proposal concerning Student Fees and Annual Growth Apportionment Funds.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle.  
No: None  
Absent: None

**2.02.10 Opportunity for Board Consideration of Instructional Materials Fees**

It was moved by Mr. Patterson and seconded by Ms. Hornbuckle to approve the Instructional Materials Fees as listed in the March 3, 2010 Agenda.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: None

**2.03 Review of Buildings and Grounds Reports**

The Board reviewed and discussed the Buildings and Grounds Reports as presented in the March 3, 2010 Agenda.

Board President Patterson recessed the meeting for a brief break at 9:10 p.m.

The meeting reconvened at 9:19 p.m.

**3.00 Consent Calendar**

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to pull Independent Contractor Agreement for Amy Curtis under Agenda Item 3.05.01 Authorization for Independent Contractors- Coastline Community College as requested by Staff and approve the remaining items listed on the Consent Calendar.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: None

**4.00 Action Items**

**4.01 Approval of Agreements – Coastline Community College**

**4.01.01 Approve Memorandum of Understanding between the City of Newport Beach and the Coast Community College District**

It was moved by Mr. Howald and seconded by Ms. Hornbuckle to approve the Memorandum of Understanding between the City of Newport Beach and the Coast Community College District allowing the Newport Beach City police and fire departments to utilize the Monrovia property buildings for training purposes prior to demolition. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Review and Impact:** None

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: None

**4.02 Approval of Agreements – Golden West College**  
None

**4.03 Approval of Agreements – Orange Coast College**

**4.03.01 Approve Agreement between California Community Colleges Energy Efficiency Partnership Program 2010-12 and the Coast Community College District in cooperation with Southern California Edison, the incentive funded by the California Public Utilities Commission “CPUC” from Public Goods Chard (PGC) funds. The project to receive incentive funds is the “Orange Coast College Technology Controls Upgrade”**

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle to approve the Agreement with the California Community Colleges Energy Efficiency Partnership Program 2010-2012 in cooperation with Southern California Edison Company. The incentive for this program is funded by the California Public Utilities Commission “CPUC” from Public Goods charge (PGC) funds. The Agreement enables Orange Coast College to receive \$62,539.68 toward the facility retrofit energy efficient equipment for the Technology Controls Upgrade. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Review and Impact:** The District will receive \$62,539.68 for participating in this program.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle

No: None  
Absent: None

**4.03.02 Approve Amendment to the Master Licensing Agreement between Starbucks Coffee Company and the Coast Community College District**

It was moved by Mr. Howald and seconded by Ms. Hornbuckle to approve the amendment between the Starbucks Coffee Company and the Coast Community College District and to request that this item be placed on the Board Log for a status report of generated revenue. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Review and Impact:** Gross annual revenue of \$459,000

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: None

**4.04 Approval of Agreements – District**

**4.04.01 Approve Application Subscription Program Agreement between TouchNet Information Systems, Inc. and the Coast Community College District for a Software License for Processing Student Tuition Credit Card Payments and Refunds**

It was moved by Mr. Lane and seconded by Ms. Hornbuckle to approve the Application Subscription Program Agreement between TouchNet Information Systems, Inc. and the District. This Agreement provides the District with improved student registration credit card payment and refund processes, reduces errors and lost checks, and will result in savings by the District. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

**Fiscal Impact:** One-time Professional Service Fee of \$39,375, and an Annual Application Subscription Program Fee of \$73,030, for each year of the Five year term. Total cost: \$404,525.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: None

**4.05 Buildings and Grounds Approvals**

**4.05.01 Approve Independent Contractor Agreement with Cambridge West partnership, LLC; Preparation of Final Project Proposals for Orange Coast College and Golden West College Building/Facilities Program Implementation for 2010-2011**

It was moved by Mr. Howald and seconded by Ms. Hornbuckle that authorization be given to employ Cambridge West Partnership, LLC for planning and implementation services for Orange Coast College and Golden West College pursuant to the District's Standard Independent Contractor Agreement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

The fees for services will be as follows:

- a. Language Arts Complex Project \$60,000
- b. Math, Business, Computing Center \$38,500

**Fiscal Impact:** Not to Exceed \$98,500 (Capital Outlay Funds)

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle  
 No: None  
 Absent: None

**4.05.02 Authorization for Addendum No. 3 to tBP Architecture; Orange Coast College Softball Field**

It was moved by Mr. Lane and seconded by Mr. Moreno that authorization be given to accept Addendum No. 3 for additional architectural services for the Orange Coast College Softball Field. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

The scope of services is to include the following:

Expanded architectural and structural engineering services to prepare construction documents for supplemental fencing behind the new softball field at Orange Coast College. tBP Architecture will contribute two thirds share of the trajectory study cost in an effort to resolve this issue.

The District portion of the fee for the above services will be a fixed fee of \$11,700.

**Fiscal Impact:** \$11,700 (General Obligation Bond Fund/Measure C)  
 Master Plan Approved Project  
 OCC Health/Wellness Facilities  
 OCC Upgrade Softball Field

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle  
 No: None  
 Absent: None

**4.05.03 Approve Independent Contractor Agreement with GMU Geotechnical, Inc.; Coastline Community College Newport Beach Learning Center**

It was moved by Mr. Howald and seconded by Ms. Hornbuckle that authorization be given to employ GMU Geotechnical, Inc. for testing services for the Coastline Community College Newport Beach Learning Center pursuant to a Non-Standard Independent Contractor Agreement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

The scope of service is to include the following tasks:

a. Site Reconnaissance & Literature Review	\$ 600
b. Field Exploration	\$ 4,800
c. Laboratory Testing	\$ 3,000
d. Engineering Analysis & Report Preparation	\$ 5,500
e. Addendum Review/Bid Responses	\$ 3,000
f. Project-specific Professional Liability Coverage (\$1,000,000)	\$ 2,000

The fee to perform the above service is \$18,900

**Fiscal Impact:** \$18,900 (General Obligation Bond fund – Measure C)  
Master Plan Approved Project  
CCC Newport Beach Learning Center

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: None

**4.06 General Items of Business – Coastline Community College**  
None

**4.07 General Items of Business – Golden West College**  
None

**4.08 General Items of Business – Orange Coast College**  
None

**4.09 General Items of Business - District**

**4.09.01 Nomination of Jennifer LaBounty as California Community Colleges Classified Employee of the Year**

It was moved by Ms. Hornbuckle, and seconded by Mr. Patterson to nominate Jennifer LaBounty as California Community Colleges Classified Employee of the Year.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle

No: None  
Absent: None

**4.09.02 Approve Agreement with DoCircle, Inc., DBA Trumpia, for Text Messaging Services**

It was moved by Mr. Lane and seconded by Mr. Howald to approve the agreement with DoCircle, Inc., DBA Trumpia for text messaging services.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: None

**4.10 Resolutions**

**4.10.01 Adoption of Resolution # 010-06, Resolution Restoring Sound Fiscal Policies in the State of California**

It was moved by Ms. Hornbuckle and seconded by Mr. Moreno to adopt Resolution # 010-06 with the following change:

In paragraph 7, change the word "only" to "few".

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: None

**4.11 Approval of Minutes  
Regular Meeting of February 17, 2010**

It was moved by Mr. Howald and seconded by Mr. Moreno to approve the Minutes of the Regular Meeting of February 17, 2010.

Motion carried with the following vote:

Aye: Mr. Moreno, Mr. Patterson, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: None

**4.12 Policy Implementation**

**4.12.01 Adoption of New and Amended Hiring Policies Recommended by Hiring Policy Task Force**

It was moved by Mr. Lane and seconded by Dr. Prinsky to adopt the new and amended hiring policies recommended by the Hiring Policy Task Force.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: None

**5.00 Public Comment (Items not on the Agenda)**

There were no requests to address the Board during Public Comment.

The Board recessed to Closed Session at 9:40 p.m.

The Board reconvened to Open Session at 11:05 p.m.

There was no report of action from Closed Session.

**6.00 Adjournment**

There being no further business, it was moved by Mr. Howald and seconded by Mr. Moreno that the meeting be adjourned.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle  
No: None  
Absent: None

The meeting was adjourned at 11:07 p.m.

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Secretary of the Board of Trustees

**Appendices**

**Page**

A. Public Employment Report..... 16-31

**Appendix A**

**1. Faculty Special Assignments**

It is recommended that authorization be given for the following special assignments grouped by operation cost center. Board approved contractual special pay rates listed below by pay type as follows: LOV = Librarian Overload, OVR = Overload, MTM = Full Time Certificated Instructional Misc. Teaching Rate, MTA = Part Time Misc. Teaching Rate, IUM = Full Time Certificated Instructional Unit Assistant, IUH = Part Time Certificated Instructional Unit Assistant, EXM = Full Time Certificated Extra Pay, EXH = Part Time Certificated Extra Pay, UNT = Part Time Certificated Unit Regular, PDM = Full Time Certificated Per Diem, PDH = Part Time Certificated Per Diem, INT = Intersession, SMM = Full Time Certificated Summer, SMH = Part Time Certificated Summer, ACS = Academic Senate.

COASTLINE COLLEGE

SPECIAL ASSIGNMENT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
<u>Idefonso, Nelson</u>	03/04/10	06/30/10	PDH	\$29.46
To provide classroom training for fee-based, not for credit, from Workforce Investment Act (WIA).				
<u>Proppe, Jean</u>	04/19/10	06/30/10	EXH	\$29.46
To develop a new Contract Ed Music 100 course for the Education Bound US Program (EBUS).				
<u>Proppe, Jean</u>	04/19/10	07/09/10	MTR	\$44.36
To provide instruction through Distance Learning (4 weeks) and on site (4 weeks) at Guangzhou Xiangjiang High School in China for Education Bound US Program (EBUS), a Contract Ed project.				
<u>Strauss-Thacker, Esther</u>	03/04/10	03/31/10	EXH	\$29.46
To develop new course, quizzes, exams and assignments for English 135, English Writing.				

SB 70 CAREER & TECHNICAL EDUCATION GRANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Chapman, Cheryl	03/04/10	03/31/10	EXH	\$29.46

GOLDEN WEST COLLEGE

SPECIAL ASSIGNMENT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
<u>Marchbank, Earnest</u>	01/30/10	05/30/10	PDM	\$43.23
Acting as Faculty Coordinator, EOPS.				

MATH ASSESSMENT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Bouzar, Pete	01/04/10	01/29/10	PDM	\$43.23

ORANGE COAST COLLEGE

SPECIAL ASSIGNMENT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
<u>Arismerdi-Pardi, E.</u>	03/19/10	03/20/10	PDM	\$43.23
Will give presentation to Faculty Academy participants.				
<u>Chapman, Matthew</u>	01/01/10	01/30/10	PDH	\$29.46
Novice men's crew coach. Funded by Foundation Funds.				
<u>Costas, Jose</u>	04/01/10	04/30/10	PDM	\$43.23
Will choreograph a dance piece for the Student Dance Concert.				
<u>Drew, Rendell</u>	05/01/10	05/05/10	PDM	\$43.23
Faculty brown bag luncheon workshop.				
<u>Fry, Maureen</u>	01/30/10	05/30/10	UNT	\$57.44
Providing diagnosis and certification of learning disability with the California Community College Disabilities.				

<u>Maekawa, Naoko</u>	03/04/10	03/05/10	PDM	\$43.23	
Providing pre-algebra exam preparation workshop.					
<u>Mascardo, Maria</u>	01/30/10	03/22/10	UNT	\$57.44	
To provide diagnosis and certification of learning disability.					
<u>Oviatt, Vinta</u>	01/04/10	01/31/10	PDM	\$43.23	
Training on portal database along with eLumen-related meetings.					
<u>Plum, Caryn</u>	01/31/10	05/28/10	UNT	\$69.66	
To provide counseling for career center.					
<u>Schmidt, Valerie</u>	01/30/10	05/30/10	UNT	\$73.94	
To provide services at Librarian desk.					
<u>Thayer, Karen</u>	12/10/09	12/11/09	PDH	\$29.46	
Was guest speaker in the Art department.					

EOPS COUNSELOR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	
Phan, Dat Huy	01/18/10	05/28/10	UNT	\$73.94	
Tran, Julie	01/11/10	05/28/10	UNT	\$57.44	

CO-WRITER FOR ACCREDITATION

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	
Peters, Jennifer	12/10/09	02/28/10	PDH	\$29.46	

LEARNING SKILLS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	
Fry, Maureen	01/25/10	01/29/10	PDH	\$29.46	
Mascardo, Maia	01/25/10	01/29/10	PDH	\$29.46	

INTERSESSION

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	
Zombek, Mark	01/01/10	01/30/10	INM	\$108.94	

INSTRUCTIONAL UNIT ASSISTANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Discipline</u>
Cabanel-Bleuer, D.	01/30/10	05/30/10	IUM	\$1502.00	Foreign Language
Carroll, Kathy	01/30/10	05/30/10	IUM	\$1502.00	Speech Comm
Cherian, Jennifer	01/30/10	05/30/10	IUM	\$1502.00	Economics
Coco, Felicia	01/30/10	05/30/10	IUM	\$1502.00	Forensics
Felts, Karen	01/30/10	05/30/10	IUM	\$1502.00	English
Keesler, Kathleen	01/30/10	05/30/10	IUM	\$1502.00	ESL
Keith, Arlete	01/30/10	05/30/10	IUM	\$1502.00	World Languages
Kunzler-Yett, Betil	01/30/10	05/30/10	IUM	\$1502.00	Anthropology
Kuo, Daniel	01/30/10	05/30/10	IUM	\$1502.00	Economics
Marcina, Vesna	01/30/10	05/30/10	IUM	\$1502.00	Pol/Sci/Amer Studies
Mason, Douglas	01/30/10	05/30/10	IUM	\$1502.00	Hist/Humanities
Mayor, Jeffrey	01/30/10	05/30/10	IUM	\$1502.00	Dance
McComb, Helen	01/30/10	05/30/10	IUM	\$1502.00	Div Scheduler
Melrose, Charlene	01/30/10	05/30/10	IUM	\$1502.00	Psychology
Morgan, Carleton	01/30/10	05/30/10	IUM	\$1502.00	Co-chair Library
Muelas, Mariaala	01/30/10	05/30/10	IUM	\$1502.00	World Languages
Norling, Marcelle	01/30/10	05/30/10	IUM	\$1502.00	Phil/Religious Stu
Pettus, Candice	01/30/10	05/30/10	IUM	\$1502.00	Sociology/Ethnic Stu

ALLIED HEALTH PATHWAY DAY EVENT-SB70 GRANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	
Adelmann, Dan	03/04/10	03/31/10	EXM	\$43.23	

Balding, Diane	03/04/10	03/31/10	EXH	\$29.46
Blake, Elizabeth	03/04/10	03/31/10	EXM	\$43.23
Hassapis, Phyllicia	03/04/10	03/31/10	EXM	\$43.23
Isaacs, Darryl	03/04/10	03/31/10	EXM	\$43.23
McClanahan, Anne	03/04/10	03/31/10	EXM	\$43.23
Myers, Joy	03/04/10	03/31/10	EXM	\$43.23
Reber-Bonhall, Cindi	03/04/10	03/31/10	EXM	\$43.23
Sachs, Loren	03/04/10	03/31/10	EXM	\$43.23

VISUAL & PERFORMING ARTS PATHWAY DAY EVENT-SB70 GRANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Caron, Lionel	03/04/10	03/31/10	EXH	\$29.46
Genoway, Kristi	03/04/10	03/31/10	EXH	\$29.46
Golson, Alex	03/04/10	03/31/10	EXM	\$43.23
Jensen, Karen	03/04/10	03/31/10	EXH	\$29.46
Rubenstein, Eliza	03/04/10	03/31/10	EXM	\$43.23
Thomas, Noah	03/04/10	03/31/10	EXH	\$29.46

ARCHITECTURE PATHWAY DAY EVENT-SB70 GRANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Abernathy, Dean	03/04/10	03/31/10	EXM	\$43.23
Kerins, John	03/04/10	03/31/10	EXH	\$29.46
Kings, Rose Anine	03/04/10	03/31/10	EXM	\$43.23
Peters, Timothy	03/04/10	03/31/10	EXM	\$43.23
Pirona, Diego	03/04/10	03/31/10	EXH	\$29.46

ADMINISTER THE ENGLISH APPEAL

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Barnard, Donna	05/01/10	05/30/10	PDM	\$43.23
Barton, Laurie	05/01/10	05/30/10	PDM	\$43.23
Conner, Gregory	05/01/10	05/30/10	PDM	\$43.23
Goldmann, Tamar	05/01/10	05/30/10	PDM	\$43.23
Keesler, Kathleen	05/01/10	05/30/10	PDM	\$43.23

COORDINATE A LARGE-SCALE HIGH SCHOOL OUTREACH EVENT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Adelmann, Daniel	02/18/10	02/19/10	PDM	\$43.23
Hassapis, Phyllicia	02/04/10	02/05/10	PDM	\$43.23
Isaac, Darryl	02/04/10	02/05/10	PDM	\$43.23
McClanahan, Anne	02/04/10	02/05/10	PDM	\$43.23
Myers, Joy	02/04/10	02/05/10	PDM	\$43.23
Sachs, Loren	02/04/10	02/05/10	PDM	\$43.23

TECH PREP EXTERNSHIP ORIENTATION AND FINAL MEETING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Amjaral, Christina	03/04/10	03/15/10	PDM	\$43.23
Cooper, Barbara	03/04/10	03/15/10	PDM	\$43.23
Kubiak, Renée	03/04/10	03/15/10	PDM	\$43.23
Reed, Charlene	03/04/10	03/15/10	PDM	\$43.23

The following Administrators, to teach for the period **01/30/10 to 05/30/10** for CCC, GWC and OCC, payment to be \$72,000/hr (based on Col. IV, Step 6 placement on the CFE/AFT Local 1911 Faculty Unit Contract). This employment is subject to the general instructional needs of the college and/or the specific division. Assignments are not to exceed LHE indicated below:

OCC

<u>Name</u>	<u>LHE</u>
Pham, Hue	3.00

Overload assignments for the following evening counselors, payment to be a maximum of \$72,000/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract, for the period **01/30/10 to 05/30/10** for CCC, GWC and OCC assignments. Multiple statements indicate two or more separate assignments. LGF indicates Large Group Factor. This employment is subject to the general instructional needs of the college and/or the specific division. Assignments are not to exceed LHE stated:

CCC

<u>Name</u>	<u>LHE</u>
Nguyen, Allena	2.22
Winterbourne, Susan	2.22

OCC

<u>Name</u>	<u>LHE</u>
Figuerola, Benjamin	3.00
Guillen, Alex	3.00
Hogue, Steven	3.00
Katsuki, Anna	3.00
Kirch, Stacy	3.00
Nguyen, Jessica	4.00
Tom, Eileen	3.00
Traver, Maria	3.00
Wickremesinghe, Manoj	4.00

Overload assignments for the following instructors, payment to be a maximum of \$72,000/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract, for the period **01/30/10 to 05/30/10** for CCC, GWC and OCC assignments. Multiple statements indicate two or more separate assignments. LGF indicates Large Group Factor. This employment is subject to the general instructional needs of the college and/or the specific division. Assignments are not to exceed LHE stated:

CCC

<u>Name</u>	<u>LHE</u>
Lockwood, Frederick	3.00
Preciado, Anita	2.25
Taylor, Margaret	3.76

OCC

<u>Name</u>	<u>LHE</u>
Adan, Amina	1.50
Akers, Thomas	1.00
Altobelli, John	2.17
Anderson, Courtney	6.00
Arnold, Herrick	1.50
Barton, Laurie	4.00
Bellah, Geoffrey	1.00
Breece, William	3.00
Cherian, Jennifer	4.50

Clark, Gregory	3.50
Coaty, Patrick	6.00
Coco, Felicia	3.00
Colvin, Diane	3.00
Conner, Gregory	3.00
Costas, Jose	5.10
Drew, Rendell	6.00
Funez-Gonzalez, Juan	1.50
Gaytan, Donovan	1.00
Gleason, David	6.08
Goldmann, Tamar	1.00
Gonzales, Jairen	7.00
Hearlson, Kenneth	6.00
Hoffman, Glynis	1.00
Jackson, Nicolette	0.37
Kagawa, Akemi	5.00
Katz, Eleanor	4.50
Keesler, Kathleen	3.00
Kelly, Marilyn	5.40
Kennedy, Patrick	1.00
Koff, Sheila	1.00
Kunzler-Yett, Bette	6.00
Kuo, Daniel	3.00
Lohman, Benjamin	6.00
Loren, Davi	1.00
Maher, Deborah	6.00
Maran, Janice	2.75
Marcina, Vesna	1.50
Mason, Douglas	4.50
McComb, Helen	6.00
Melrose, Charlene	6.00
Monahan, Georgie	3.00
Myers, Kevin	7.20
Obstfeld, Loretta	1.00
Obstfeld, Raymond	1.00
Oviatt, Vinta	1.00
Perez Stable Cox, Olga	6.00
Pettus, Candice	6.00
Pham, Lien	4.50
Polk, Sherana	3.00
Poshek, Joseph	6.00
Quinn, Christopher	2.00
Raileanu, Lia	4.00
Scane, Danielle	7.50
Smith, Susan	1.50
Smolin, James	3.00
Storm, Sara	0.17
Suzzo, Joanne	1.00
Timmins, Terry	3.00
Topping, Holly	7.20
Watson, Don	0.58
Weatherford, Leigh	1.00
Wynne, Ann	3.00
Zitter, Jeremy	1.00

**2. Substitute Faculty**

It is recommended that the following individuals be appointed as substitutes, as defined by California Ed Code 87480, appointments not to exceed 20 working days, and subject to Board policies governing such appointments, to be paid \$44.36/hr based on the part-time faculty daily miscellaneous teaching rate for services rendered the 2009-10 academic year.

Coastline College

Durand, Ross  
Tsitsumjda, Damian

Golden West College

Abella, Dori  
Cordiero, Judy

**3. Full time Faculty**

None.

**4. Part time Faculty**

SPRING

Assignments during the period **01/30/10-05/30/10** unless otherwise noted and not to exceed 10 LHE.  
LHE = Lecture Hour Equivalency.

Coastline College

<u>Name</u>	<u>LHE</u>
Capocciama, John	3.750
DeVirgilio, Desiree	2.749
Marks, Karen	3.000
Parsell, Jill	2.250
Rutledge, Darius	3.000
St. John, Paul	5.000
Steddum, Michelle	2.000
Strauss-Thacker, Esther	3.375
Stubblefield, Katie	1.000
Thaler, Timothy	2.000
Worden, Mark	2.000

Golden West College

<u>Name</u>	<u>LHE</u>
Artemova, Alina	0.830
Cohen, Herbert	1.250
Do, Tom	0.750
Glassford, Carl	3.670
Henderson, Heather	0.420
Higgins, Michael	0.830
Keen, Phillip	1.670

Kim, Ellen	0.420
Lewin, Stephen	4.000
Pham, Khanhvan	3.275
Robinson, David	3.000
Ruiz, Raul	2.850
Schroeder, Lisa	0.830
Stansbury, Charles	0.750
Stillman, Rebecca	1.500
Tilzer, Jeff	7.500
Yendrek, Michael	2.250

Orange Coast College

<u>Name</u>	<u>LHE</u>
Anderson, Dennis	4.500
Anderson, John	6.000
Anglin, Marie	5.000
Armstrong, Robin	8.000
Ary, Nicole	3.000
Aubin, Todd	1.625
Avila, Carmen	5.000
Ayina, Teresa	3.500
Bahti, Cynthia	6.000
Baltes, Christine	5.750
Barber, Jennifer	4.500
Barrett, Charles	8.666
Basile, Carol	9.000
Bayes, Chauncey	4.500
Beale, Michael	4.000
Bednarski, Christina	6.000
Bell, John	9.000
Borton, Robert	6.000
Bowman, David	3.250
Boyd, John	7.167
Breit, Craig	9.000
Brewer, Justin	8.000
Bright, Daniel	8.848
Buckley, John	4.000
Bullard, Barbara	9.000
Burnes, Patricia	6.000
Burns, Robert	0.633
Callum, Oceana	8.000
Capps, Tucker	8.000
Caron, Lionel	7.000
Cavanagh, Robert	3.825
Chapman, Matthew	4.062
Chavez, Hernando	6.000
Clark, Charles	2.667
Clough, Brian	5.000
Coleman, Catherine	5.500
Collins, Sean	8.125
Combs, Michelle	8.000
Cortos, Ansti	8.000
Cordova, John	3.250
Crachiolo Sarah	3.000

Crockett, David	1.625
Cross, Kristy	5.000
Das, Adjiana	5.000
David, Julie	3.000
Davidson, Matthew	6.000
Davis, Bernadette	9.000
De Jong-Pombo, Teresa	9.415
Dinger, Michelle	3.000
Doan, Khanh	5.000
Dodero, Antonio	3.000
Douglas, Leslie	4.500
Dowling, Lisa	8.000
Doyle, Dana	9.000
Dr�w, Stefanie	6.000
Dubois, Jenna	4.062
Durand, Evonne	3.750
Dzida, Andr�w	3.000
Echols, David	3.750
Egans, James	4.500
El Soudani, Nabawia	4.500
Ellis, Karen	1.833
Ellison, Monti	1.750
England, Elli	8.000
Ennis, Elizabeth	6.000
Erbstoesser, Rebecca	5.250
Evanis, Marilyn	9.000
Ferzacca, John	6.833
Fimea, James	5.000
Fletcher, Jonathan	9.833
Foster, Amy	3.000
Fritzer, Amythyst	1.750
Frueman, Annette	4.000
Fullmer, Stephen	2.437
Futagaki, Brandon	1.625
Garrett, Vena	7.500
Garrison, Kimberly	5.250
Gbye, Diogba	3.000
Genoway, Kristin	5.333
Gillette, Laurie	5.333
Gitlin, Phyllis	3.833
Go, Marianne	7.500
Gonzalez, Julian	3.250
Goracke, Michelle	5.333
Gorsuch, Eric	6.000
Graham, Vicki	9.000
Grant, David	8.125
Gray, Jeffrey	4.000
Green, Gladys	0.500
Green, Voiza	9.000
Gressier, Pamela	8.000
Grey, Gene	6.000
Grooms, Mark	9.000
Grossman, Marianne	2.438
Grossman, Sheila	6.000
Grostephan, Alan	8.000

Guarino, Jr, Anthony	6.750
Gulu, Michael	6.000
Habel, Lowell	3.000
Haghighat, Shayma	6.000
Hagino, Pauline	8.203
Halverson, Sarah	3.000
Hamber, Franca	4.000
Hamilton, Kieko	5.000
Hansen, Beth	1.833
Hardinge, Tara	3.000
Hart, John	3.000
Haven, Michael	8.000
Hays, Scott	4.000
Hazard, Sue	2.438
Henderson, Nancy	4.000
Hesketh, John	5.999
Hesse, Douglas	8.000
Hewitt, David	7.500
Hidle, Jade	8.000
Higgins, Kelleen	8.000
Hodges, Ronald	4.000
Holden, Bill	6.000
Hollard, Michael	7.500
Hopkins, Dustin	8.000
Horton, Ana	5.000
Hough, Daniel	3.249
Houssels, Miriam	5.000
Huberg, Trina	6.000
Hulstrom, Kirk	5.333
Hung, Emily	8.916
Hurtado, Arleen	3.500
Ito, Manami	5.000
Ivey, Marilyn	6.000
Jalalat, Jennifer	8.000
Jana, Denis	6.000
Janas, Diana	3.000
Jensen, Karen	3.500
Johnson, Jarvis	3.000
Jones, Kristin	9.000
Kahn, Kathy	5.250
Kane, Clifford	4.000
Ketcham, Christopher	9.744
Kfoury, Brian	0.444
Kim, Allen	4.500
Klemek, Julia	5.333
Kohl, Brian	5.333
Komenda, Virginia	4.000
Koontz, Jennifer	6.000
Kowalski, James	2.000
Kreger, Maria	5.000
Krucli, Thomas	4.000
Krumm, Christine	4.000
Kuzay, Franz	5.000
Kuznetsov, Kira	9.000
Langbein, Sophie	5.000

Langlois, Kristina	3.000
Lara, Richard	4.500
Larson, Maryann	6.000
Latson, Jack	3.000
Law, Jerry	6.000
Ledbetter, Jaclyn	4.000
Lee, Adam	0.812
Lee, David	5.250
Lee, Judy	3.666
Lee, Nachiko	5.000
Lehigh, Steven	7.500
Leigh, Michael	9.000
Leonard, Norman	8.000
Lewis, Ralph	4.500
Linn, Susan	1.625
López, Alicia	3.000
Mangani, Michael	8.000
Margolin, Cathryn	9.000
Mariaházy, László	5.250
Markie, Gwynn	6.000
Martin, Lawrence	4.000
Martin, Marc	4.250
Mayor, Jeffrey	9.900
McAlear, Erin	6.000
McAllister, Brett	1.372
McLaren, Shane	3.000
McMurray, Kathryn	4.000
McNally, Christopher	8.188
Meadows, Arnold	7.000
Means, Leland	5.333
Measures, Jonathan	5.500
Meler, Suzanne	8.000
Menaker, Shana	6.875
Mendez, Samuel	3.000
Millian, Janet	1.625
Mofid, Kevin	4.750
Mongé, Michael	6.000
Mora, Flory	5.000
Moreno, Erich	7.719
Moriarty, Kathleen	6.000
Mullenix, Cynthia	4.000
Murdy, David	7.500
Nedza, Erin	6.000
Needham, Samar	6.000
Nelson, Louella	8.000
Nemeth, Angelika	4.375
Nielsen, Christopher	9.000
Ninh, Joseph	5.000
Niroumand, Madjid	3.000
Norman, Sharon	6.000
Norris, Thomas	6.000
Novy, Lester	4.000
Ochoa, Lucas	9.000
Odasso, Dave	3.000
Orloff, Scott	1.625

O'Rourke, Shawn	9.000
Ortega, John	1.625
Ott, Torii	5.003
Otwell, Charles	6.000
Oxenham, Gwendoyne	8.000
Palmer, Jeffrey	7.936
Panaro, Scott	4.062
Parker, Lori	1.625
Parra, Jennifer	1.750
Peters, Jennifer	9.000
Pham, Kimdzung	5.000
Phan, Kristoffer	2.500
Pifer, Heather	6.000
Pile, Randal	9.583
Popa, Aura	3.000
Popovich, Steven	5.687
Price, Jack	6.000
Pridomirski, Joanne	3.250
Prigleau, Karen	0.633
Prothero, James	8.000
Pullman, Lori	6.375
Rabli, Narges	7.500
Rawles, Dennis	5.170
Ray, Jamie	5.500
Reagan, Evette	9.000
Rehm, Guenter	3.000
Reynolds, Michael	6.500
Ridnor, Rachel	3.000
Riggins, Lawrence	7.167
Robertson, Gary	3.000
Roessler, Mark	9.000
Rojas, Rubilena	8.937
Rosen, Lugene	4.000
Rothschild-Boros, Monica	9.000
Safessi, Susana	5.000
Salim, Linda	9.500
Samaniego, Kimberly	8.000
Sanchez-Reenan, Erika	6.000
Sapp, Daniel	4.875
Sawyer, Athena	8.000
Scaglione, David	9.333
Scarfone, Patricia	5.000
Schachaf, Carol	3.000
Scheibe, Mary	3.500
Schriefer, Cheryl	5.250
Sereno, Adrienne	5.000
Serpas, Summer	8.000
Sevier, Christopher	3.000
Shah, Ahmad	9.500
Shaikh, Munir	3.000
Shalat, Andrey	7.000
Shepard, David	4.000
Simon, Jaclyn	8.000
Smelser, Nadia	9.666
Smith, Robert	3.000

Snapp, Kevin	3.250
Sparkuhl, Patrick	5.250
Stanton, Jordan	3.000
Stewart, Sue	2.625
Suh, Daniel	3.000
Surfas, Lesley	2.250
Sweesy-Barger, Millie	4.876
Tagaloa, Faasamala	1.625
Takei, Hisano	5.250
Tangen, Ken	3.000
Tappen, Wendy	6.000
Tate, Peter	8.000
Taylor, Joshua	3.000
Thomas, Noah	5.333
Thomas, Richard	9.000
Thornton, Michael	5.687
Townsend, Toby	6.000
Tran, Duy	5.687
Tsutsumida, Damian	8.999
Turner, Travis	8.125
Uribe, Peter	3.833
Urje, Walter	3.167
Valley, Stephen	6.750
Vandervis, Melinda	3.000
Vargas, Benjamin	5.000
Volmer, Kimberly	8.000
Vu, Vienne	4.500
Wakim, Salena	6.000
Walker, Donald	0.812
Walks, Laura	5.000
Wang, Wei-Chung	3.000
Westbrook, Nathan	6.000
Whitaker, Jutta	5.000
Williams, Bethany	4.750
Williams, Patrick	5.250
Williams, Sherry	7.000
Wilson, Audrey	1.750
Wilson, Michael	6.000
Wolf, Scott	5.500
Wood, Joshua	4.000
Ziemer, William	5.000

#### **5. Educational Administrator**

None.

#### **6. Classified Management**

None.

#### **7. Classified Staff**

In accordance with Board policies and procedures, the following Classified Staff are recommended for appointment to advertised positions; these include promotions, new hires, and rehires:

Revisions to Previous Board action

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>Pcmt</u>	<u>Vacancy #</u>
Campbell, Rosalind	OCC	Student Financial Aid Acctng/Fiscal Specialist	01/21/10	E-52-04*	O-008-10

\*Revise step placement.

**8. Reclassification and Reorganization/Reassignment**

It is recommended that authorization be given for the following changes for Classified Staff:

Reorganization/Reassignments

Classified Lateral transfer

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Ramirez, Nancy	OCC	Student Fin Aid Outreach Tech	Staff Aide	01/01/10

**9. Classified Temporary Assignments**

It is recommended that authorization be given for the following changes for Classified Staff working temporarily Out of Class (minimum of 7.5% differential):

Management

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>	<u>Pcmt</u>
Burton, Adrienne	GWC	Student Fin Aid Supervisor	Special Assignment	04/01/10	06/30/10	G-15-05
Tornow, John	GWC	Bookstore Assist Manager	Special Assignment	04/01/10	06/30/10	G-09-09

Revisions to Previous Board Action

Management

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Action</u>	<u>Pcmt</u>
Theobald, Brent	GWC	Pub Safety Supervisor	Security Coordinator	Extend end date from 03/31/10 to 06/30/10	G-15-04

Classified

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Action</u>	<u>Pcmt</u>
Aguillon, Jessica	OCC	Child Care Assistant	Child Dev Specialist	Extend end date from 03/31/10 to 06/30/10	E-41-05
Deaso, Andrew	GWC	System/Network Analyst I	System/Network Analyst II	Extend end date from 03/31/10 to 06/30/10	E-69-05
Dutro, Chastity	OCC	Athletic Eqpmnt Mgr	Special Assignment	Extend end date from 03/31/10 to 06/30/10	E-47-05
Johnson, Danny	GWC	Sports Infor/Mkt Asst	Web/Multimedia Programmer	Extend end date from 03/31/10 to 06/30/10	E-59-03
Kech, Eunice	OCC	Accounting Asst 1	Special Assignment	Extend end date from 03/31/10 to 06/30/10	E-42-05
Key, Randy	OCC	Energy Mngmt Coordinator	Special Assignment	Extend end date from 03/31/10 to 06/30/10	E-59-05
Lantz, Shirley	GWC	Graphic Composer	Graphic Designer	Extend end date from 03/31/10 to 06/30/10	E-48-05
Sanchez, Jorge	OCC	Maintenance	Maintenance, Lead	Extend end date from	E-53-05

Schindler, David	OCC	Skilled Groundskeeper 3	Groundskeeper, Lead	03/31/10 to 06/30/10 Extend end date from 03/31/10 to 06/30/10	E-50-05
Shaffer-Brown, E.	OCC	Stu Activities Asst	Special Assignment	Extend end date from 03/31/10 to 06/30/10	E-44-05
Vo, Tuan	GWC	Testing Tech	Staff Specialist	Extend end date from 12/30/09 to 06/30/10	E-50-04

**10. Hourly Staff**

It is recommended that authorization be given for the following hourly personnel appointments in the performance of noncertificated duties which directly support administrative, classified, or student services and special projects, or are fulfilling noncertificated substitute services for classified employees temporarily absent, no assignment to exceed 160 working days pursuant to provisions of AB500 and the Agreement between the Coast Community College District and the Coast Federation of Classified Employees. (Please note: Budget numbers 100+ are General Fund; all others are Categorical Funds.)

EXTEND is noted when an already approved assignment has an extended end date.

Hourly/Temporary/Clerical/Secretarial, to provide clerical support including handling correspondence, maintaining files, answering phones, preparing reports and responding to public inquiries in one or more of the following campus and/or division offices: Instruction, Student Services or Campus Operations for the time frame noted below.

Name	LOC	Start Date	End Date	Funding Source	Days to Work
Ayorinde, Cynthia	CCC	03/04/10	06/30/10	120010-850101	M,T,W,TH,F
Hendricks, Laurie	CCC	03/04/10	06/30/10	120010-850101	M,T,W,TH,F
Hughes, Stacey	CCC	03/04/10	06/30/10	818020-830300	M,T,W,TH,F
Pham, Phuong-Trang	CCC	03/04/10	06/30/10	120010-850101	M,T,W,TH,F
Ramirez, Nicole	CCC	03/04/10	06/30/10	120010-850101	M,T,W,TH,F
Ward, Jason	CCC	03/04/10	06/30/10	818030-847510	M,T,W,TH,F

Hourly/Temporary/Instructional/Research Assistant, to provide instructional support services to faculty and instructional divisions by assisting with pre-class preparations, maintaining various school records, scoring tests, tutoring, and coordinating instructional materials or equipment in one or more of the following campus and/or division offices: Instruction, Student Services, or Campus Operations for the time frame noted below.

Name	LOC	Start Date	End Date	Funding Source	Days to Work
Derosa, Nicholas	GWC	03/04/10	06/30/10	124006-361518	M,T,W,TH,F
Hahm, Christina	GWC	03/04/10	06/30/10	124006-361518	M,T,W,TH,F

Hourly/Temporary/Service/Maintenance, to perform a variety of semi-skilled maintenance, janitorial and repair work on campus buildings, equipment and facilities in one or more of the following campus and/or division offices: Instruction, Student Services, or Campus Operations for the time frame noted below.

Name	LOC	Start Date	End Date	Funding Source	Days to Work
Bernardova, Zuzana	OCC	02/10/10	06/30/10	812020-205403	M,T,W,TH,F
Blanco, Yarita	OCC	02/04/10	06/30/10	812020-205401	M,T,W,TH,F
Cutting, Kristopher	OCC	03/04/10	06/30/10	127005-258900	M,TH,F
Hernandez, Leodali	OCC	02/04/10	06/30/10	812020-205401	M,T,W,TH,F
Perez, Luis	OCC	02/10/10	06/30/10	812020-205401	M,T,W,TH,F
Sok, Nansir	OCC	02/10/10	06/30/10	812020-205401	M,T,W,TH,F

Hourly/Temporary/Technical/Paraprofessional, to provide specialized and/or skilled technical support in such areas as classroom interpretation, computer operations, on-line editing, proctoring or special program research in one or more of the following campus and/or division offices: Instruction, Student

Services, or Campus Operations for the time frame noted below.

Name	LOC	Start Date	End Date	Funding Source	Days to Work
Esparza, Anthony	OCC	03/04/10	06/30/10	812035-212813	M,T,W,TH,F
Gurwell, Yoshimi	OCC	03/04/10	06/10/10	812035-212203	M,T,W,TH,F
Leischner, Deja	OCC	03/04/10	06/30/10	124005-256203	M,T,W,TH,F
Pepic, Amra	OCC	03/04/10	06/30/10	124005-256101	M,T,W,TH,F

Hourly/Temporary Substitutes, pursuant to Section 7.2(A) of the Agreement between the Coast Community College District and the Coast Federation of Classified Employees, to take the place of a bargaining unit employee who is ill or on leave of absence for the time frame noted below.

Name	LOC	Start Date	End Date	Funding Source	Days to Work
Luu, Christina	CCC	02/22/10	05/31/10	110001-860103	M,T,W,TH,F
Needham, Carol	CCC	02/23/10	04/19/10	120170-855151	M,T,W,TH,F
Page, Beth	CCC	02/16/10	04/30/10	818030-847515	M,T,W,TH,F
Wang, Michelle	CCG	02/22/10	05/31/10	110001-849002	M,T,W,TH,F

**11. Substitute Classified**

It is recommended that authorization be given for the following hourly Substitutes, on call, as needed to perform noncertificated substitute services for classified employees temporarily absent from departments which have state mandated coverage requirements, or which perform services directly related to the safety and maintenance of the campuses.

Orange Coast College

Breakfield, Margaret  
Dinsdale, Laura

**12. Clinical Advisors/Summer**

None.

**13. Medical Professional Hourly Personnel**

None.

**14. Student Workers**

It is recommended that authorization be given for the following hourly employment of either full time students enrolled in 12 or more units per semester, or part time students enrolled in less than 12 units per semester in any college work-study program, or in a work experience education program, with duties performed not to result in the displacement of any classified personnel, or impair existing services.

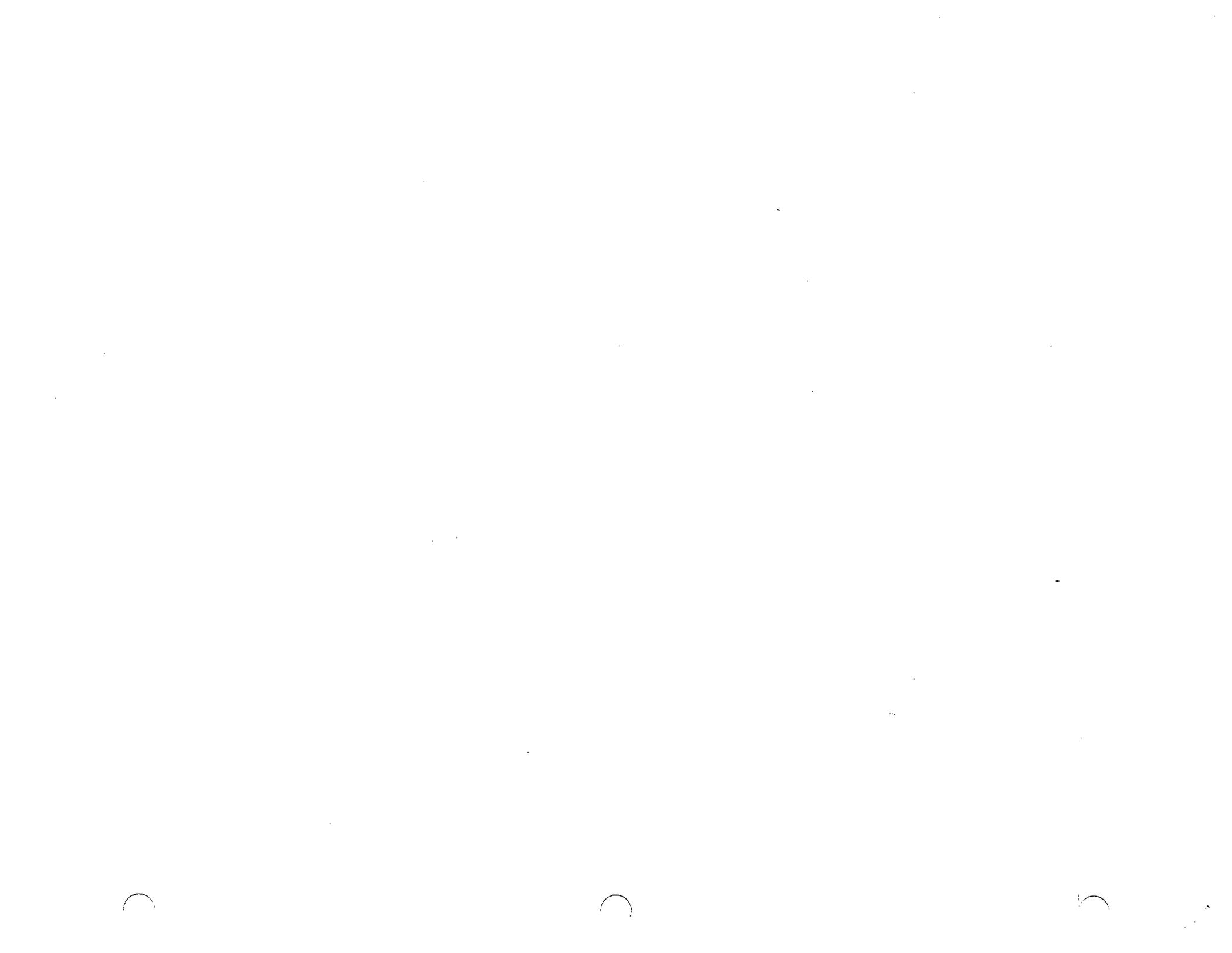
Golden West College

Dail, Angelica  
Engelhard, Jillian  
Flores, Edith  
Forbes, Alexandra

Huynh, Kimberly  
Kraiss, Kesley  
Lee-Lo, Francis  
Levine, Natalie  
Nguyen, Johnny  
Nguyen, Thomas  
Rodriguez, Myriam  
Ullrich, Melanie

Orange Coast College

Austin, Ashley  
Carrasco, Brenda  
Do, Alexander  
Mikutyte, Vaida  
Ng, Ivan  
Nguyen, Khanhuyen  
Nguyen, Thu  
Son, Pham  
Sonneveldt, Bryan  
Tran, Xuan





Board Room  
6:30 PM

Coast Community College District  
Budget Workshop  
March 17, 2010

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## PURPOSE

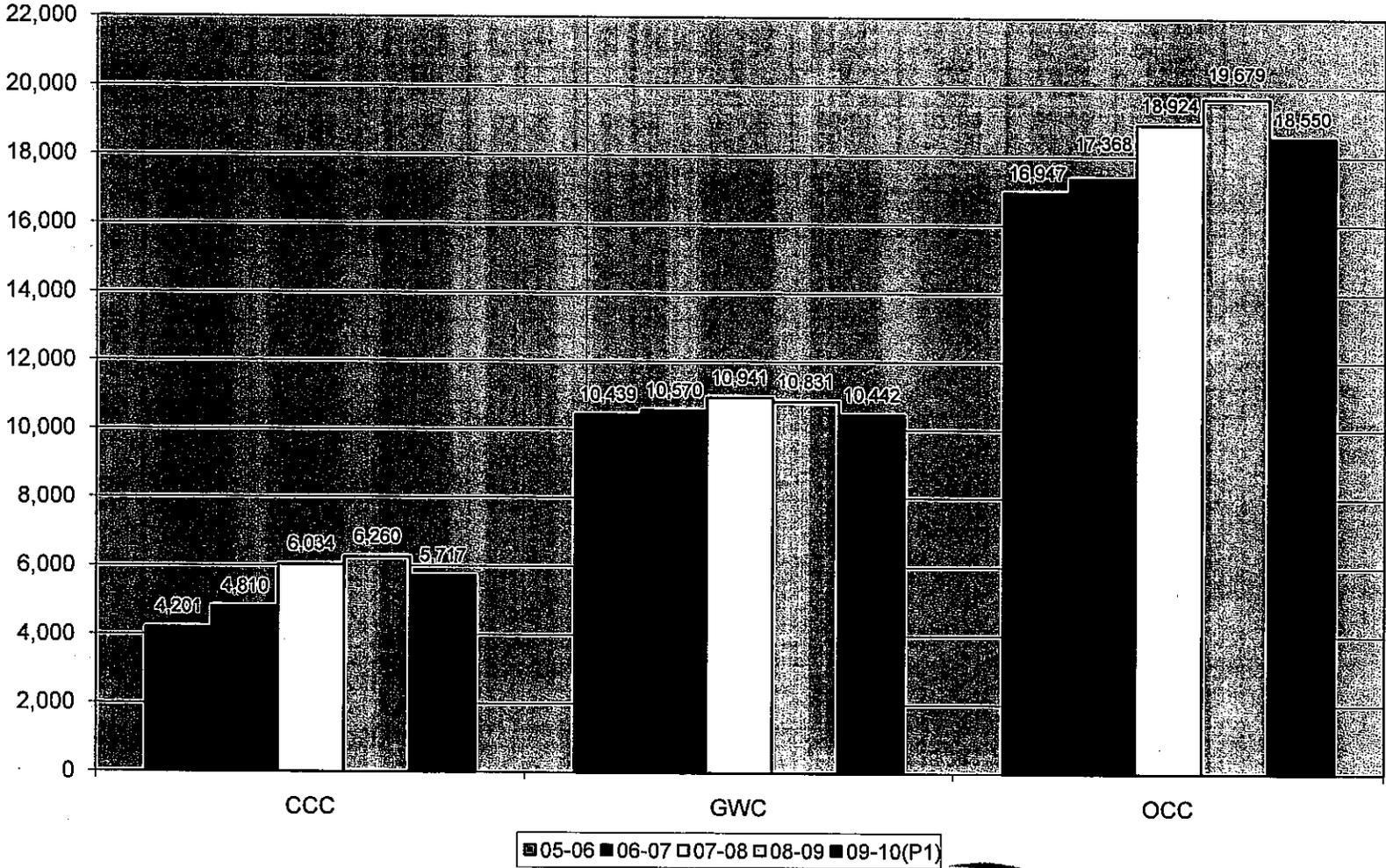
1. To present the 2010-11 Governor's budget and its impact on Coast Community College District.
2. To compare Coast Community College District to other multi-college districts.
3. To Review Coast Community College District historical data.
4. To highlight estimated future deficits and possible mitigation options.
5. To seek input regarding improvement of the budget process and allocation procedure for future budgets.
6. To continue to foster a creative atmosphere where new programs and initiatives can be developed and implemented to support students.
7. To continue to provide fiscal stability for Coast Community College District into the future.

## FUNDED FTES COMPARISON

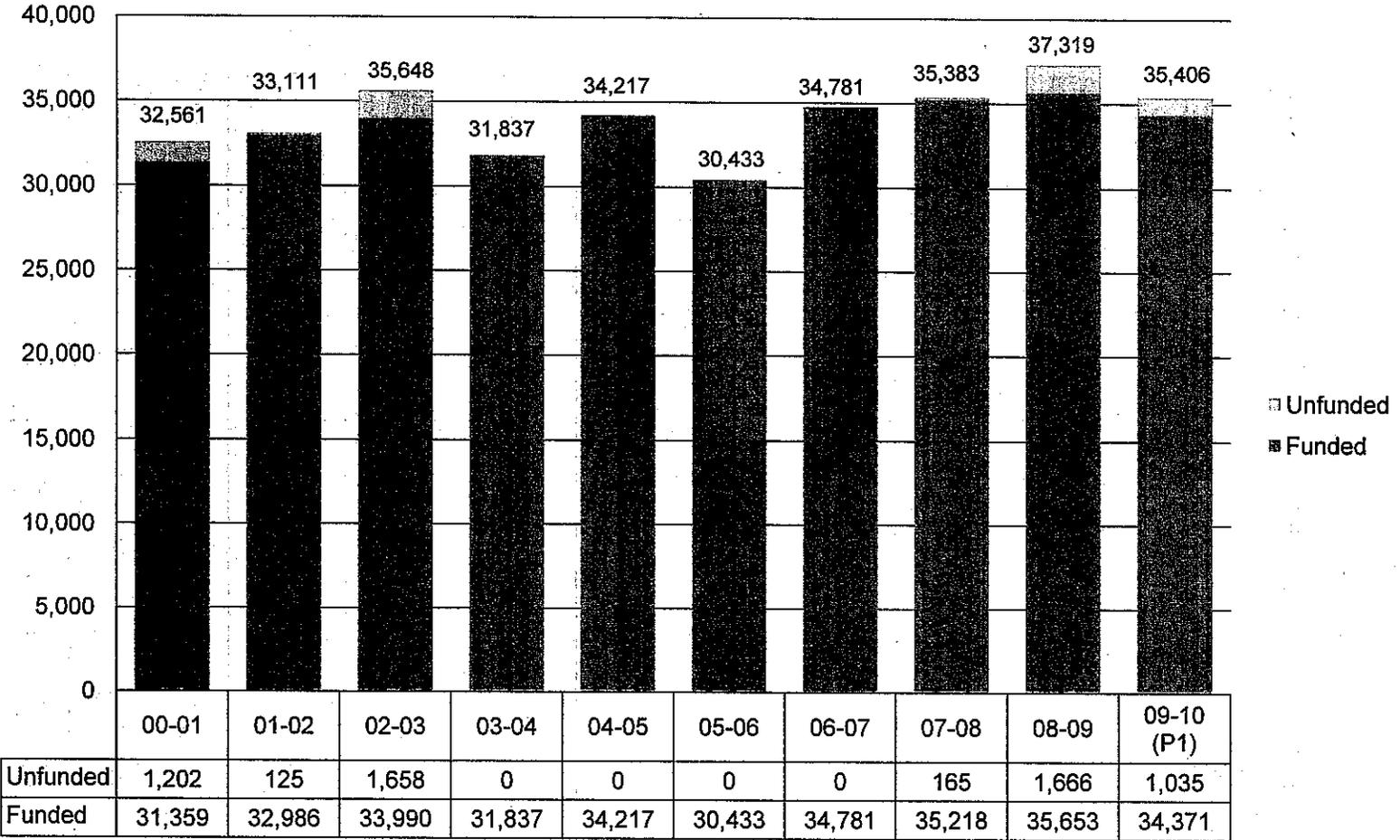
	<u>2007/2008</u>			<u>2008/2009</u>		
	CREDIT	NON-CREDIT	TOTAL FTES	CREDIT	NON-CREDIT	TOTAL FTES
Coast (3)	34,516	662	35,178	33,727	644	34,371
Contra Costa (3)	30,420	418	30,838	29,535	239	29,774
Kern (3)	18,773	242	19,015	19,125	75	19,200
Los Rios (4)	51,251	715	51,966	50,407	685	51,092
Peralta (4)	18,959	455	19,414	18,755	286	19,041
Riverside (3)	26,570	195	26,765	26,051	194	26,245
San Mateo County (3)	18,269	41	18,310	20,977	43	21,020
Ventura (3)	25,822	539	26,361	25,362	479	25,841
North Orange County (2) *	27,376	7,636	35,012	28,200	5,261	33,461
Rancho Santiago (2) *	20,621	10,859	31,480	21,041	9,262	30,303

\*For information only

# CREDIT FTES GENERATED BY COLLEGE



# TOTAL FTES



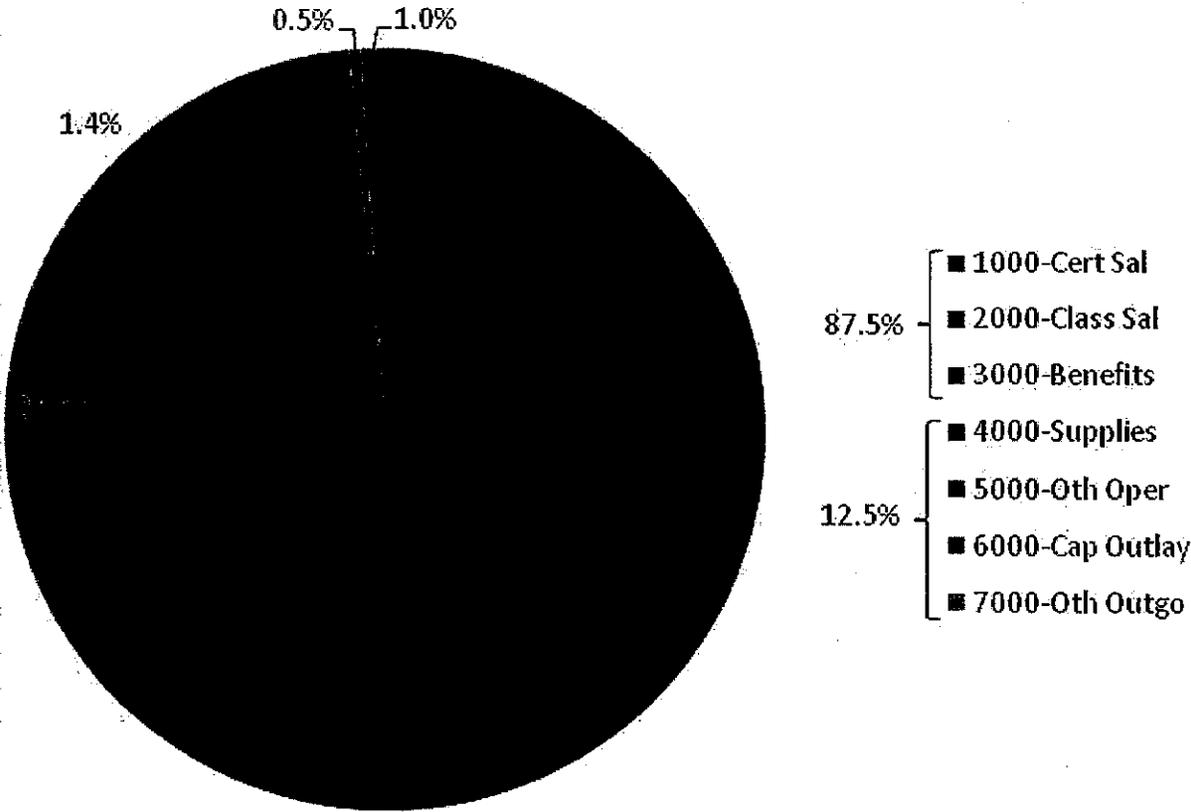
## 2008-09 GENERAL/UNRESTRICTED FUNDS COMPARISON WITH OTHER DISTRICTS

DESCRIPTION	COAST		CONTRA COSTA		KERN		LOS RIOS		N. ORANGE COUNTY	
	EXP ('000)	TOT EXP %	EXP ('000)	TOT EXP %						
ACADEMIC SALARIES	78,566	41%	75,283	44%	45,815	42%	130,771	47%	78,350	47%
CLASSIFIED SALARIES	46,400	24%	34,353	20%	19,247	18%	54,628	20%	33,578	20%
<b>TOTAL SALARIES</b>	<b>124,966</b>	<b>65%</b>	<b>109,636</b>	<b>64%</b>	<b>65,062</b>	<b>60%</b>	<b>185,399</b>	<b>67%</b>	<b>111,928</b>	<b>67%</b>
EMPLOYEE BENEFITS	44,072	23%	35,749	21%	18,980	17%	51,642	18%	33,558	20%
<b>TOTAL SAL. &amp; BENEFITS</b>	<b>169,038</b>	<b>88%</b>	<b>145,385</b>	<b>85%</b>	<b>84,042</b>	<b>77%</b>	<b>237,041</b>	<b>85%</b>	<b>145,486</b>	<b>87%</b>
SUPPLIES & MATERIALS	2,632	1%	3,309	2%	1,521	1%	5,257	2%	1,925	1%
OTHER OPER. EXP. & SERV.	18,472	10%	16,674	10%	11,905	11%	22,616	8%	12,120	7%
CAPITAL OUTLAY	912	0%	2,413	1%	2,007	2%	2,154	1%	1,474	1%
OTHER OUTGO	2,021	1%	2,578	2%	9,149	9%	11,192	4%	6,140	4%
<b>TOTAL EXPENDITURES</b>	<b>193,075</b>	<b>100%</b>	<b>170,359</b>	<b>100%</b>	<b>108,624</b>	<b>100%</b>	<b>278,260</b>	<b>100%</b>	<b>167,145</b>	<b>100%</b>

DESCRIPTION	PERALTA		RANCHO SANTIAGO		RIVERSIDE		SAN MATEO COUNTY		VENTURA	
	EXP ('000)	TOT EXP %	EXP ('000)	TOT EXP %	EXP ('000)	TOT EXP %	EXP ('000)	TOT EXP %	EXP ('000)	TOT EXP %
ACADEMIC SALARIES	NA	0%	62,039	42%	69,645	47%	46,855	42%	63,239	46%
CLASSIFIED SALARIES	-	0%	33,697	23%	31,014	21%	23,992	22%	25,858	19%
<b>TOTAL SALARIES</b>	<b>-</b>	<b>0%</b>	<b>95,736</b>	<b>65%</b>	<b>100,659</b>	<b>68%</b>	<b>70,847</b>	<b>64%</b>	<b>89,097</b>	<b>65%</b>
EMPLOYEE BENEFITS	-	0%	29,823	20%	26,232	18%	23,810	22%	28,390	21%
<b>TOTAL SAL. &amp; BENEFITS</b>	<b>-</b>	<b>0%</b>	<b>125,559</b>	<b>85%</b>	<b>126,891</b>	<b>86%</b>	<b>94,657</b>	<b>86%</b>	<b>117,487</b>	<b>86%</b>
SUPPLIES & MATERIALS	-	0%	954	1%	2,510	2%	1,453	1%	1,931	1%
OTHER OPER. EXP. & SERV.	-	0%	19,073	13%	14,221	10%	9,769	9%	13,219	10%
CAPITAL OUTLAY	-	0%	458	0%	2,248	1%	132	0%	678	0%
OTHER OUTGO	-	0%	833	1%	1,292	1%	4,619	4%	4,543	3%
<b>TOTAL EXPENDITURES</b>	<b>-</b>	<b>0%</b>	<b>146,877</b>	<b>100%</b>	<b>147,162</b>	<b>100%</b>	<b>110,630</b>	<b>100%</b>	<b>137,858</b>	<b>100%</b>

\*For information only

# 2008-09 UNRESTRICTED GENERAL FUND

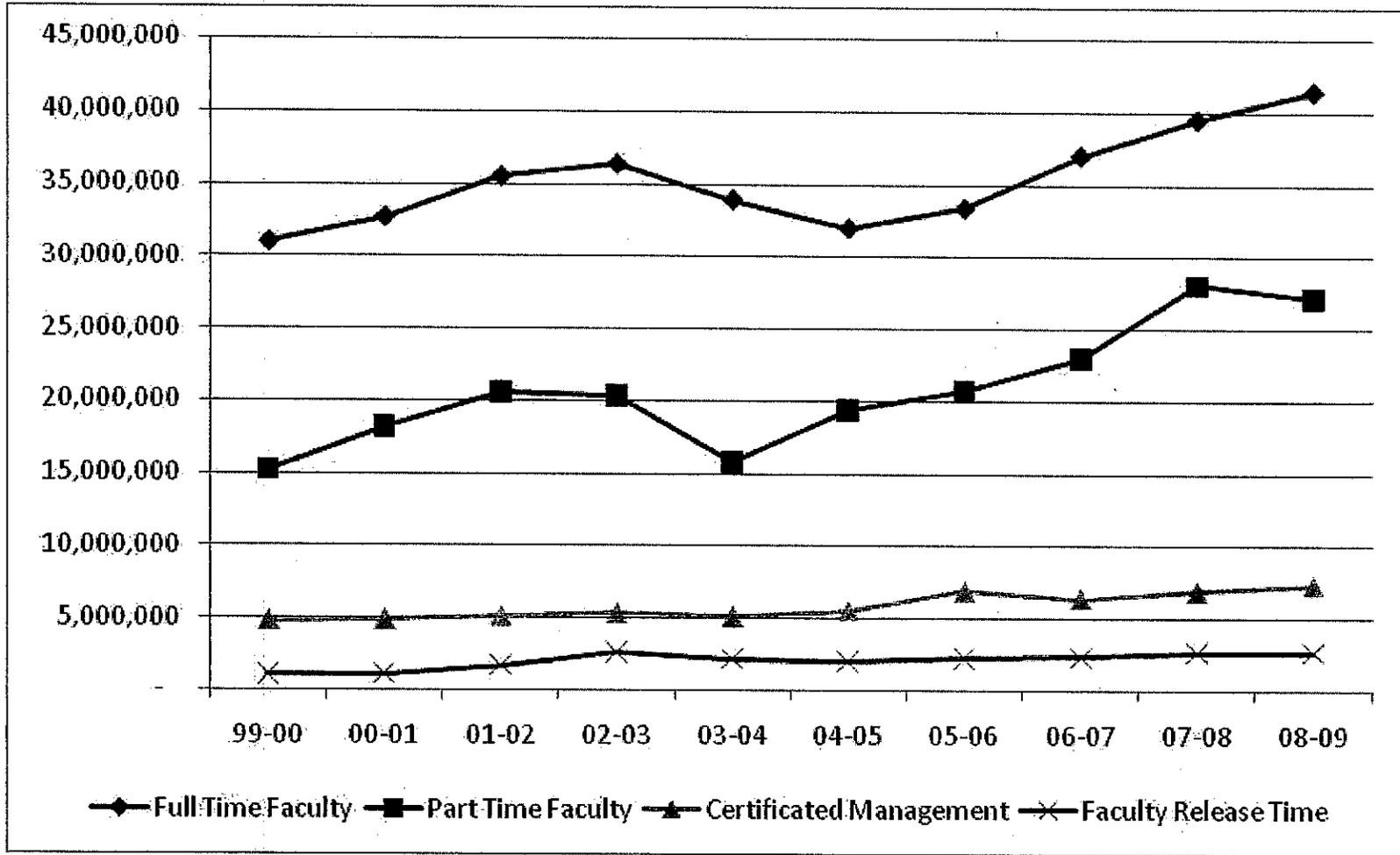


## ACADEMIC SALARY HISTORY

ACCT CODE	DESCRIPTION	1999-00	2000-01	2001-02	2002-03	2003-04
1100	INSTRUCTOR CONTRACT	28,401,227	30,308,856	32,560,181	33,068,130	30,548,131
1200	NON-INSTR CONTRACT	2,554,758	2,359,087	2,927,347	3,282,412	3,362,212
1200	RELEASE TIME	1,059,204	1,132,602	1,716,250	2,652,997	2,201,924
1200	CERT MANAGEMENT	4,828,665	4,879,599	5,109,770	5,333,778	5,089,992
1300	INSTRUCTOR HOURLY	14,486,955	16,887,673	19,286,938	19,207,405	14,922,823
1400	NON-INSTR HOURLY	764,354	1,278,576	1,283,828	1,127,050	912,409
	<b>TOTAL EXPENDITURES</b>	<b>52,095,163</b>	<b>56,846,393</b>	<b>62,884,314</b>	<b>64,671,772</b>	<b>57,037,491</b>

ACCT CODE	DESCRIPTION	2004-05	2005-06	2006-07	2007-08	2008-09
1100	INSTRUCTOR CONTRACT	28,672,604	29,959,981	33,237,167	35,524,735	37,236,961
1200	NON-INSTR CONTRACT	3,284,326	3,390,687	3,758,252	3,954,252	4,149,066
1200	RELEASE TIME	2,019,220	2,297,948	2,350,741	2,671,374	2,688,024
1200	CERT MANAGEMENT	5,536,422	6,891,036	6,392,517	6,899,564	7,319,207
1300	INSTRUCTOR HOURLY	18,053,392	19,246,391	21,368,785	26,248,601	25,354,381
1400	NON-INSTR HOURLY	1,329,161	1,438,250	1,646,026	1,820,900	1,818,774
	<b>TOTAL EXPENDITURES</b>	<b>58,895,125</b>	<b>63,224,293</b>	<b>68,753,488</b>	<b>77,119,426</b>	<b>78,566,413</b>

## ACADEMIC SALARY HISTORY



## FACULTY SALARY COMPARISON

Select Districts	Highest Starting Salary	Maximum Salary
Coast	\$77,905.00	\$108,943.00
Contra Costa	\$82,128.00	\$97,182.00
Kern	\$76,591.27	\$106,614.48
Los Rios	\$69,157.00	\$94,647.00
Peralta	N/A	N/A
Riverside	\$83,703.00	\$109,481.00
San Mateo	\$81,949.00	\$99,438.00
Ventura	\$72,972.00	\$91,215.00
North Orange County*	\$80,370.00	\$100,362.00
Rancho Santiago*	\$84,994.00	\$106,411.00

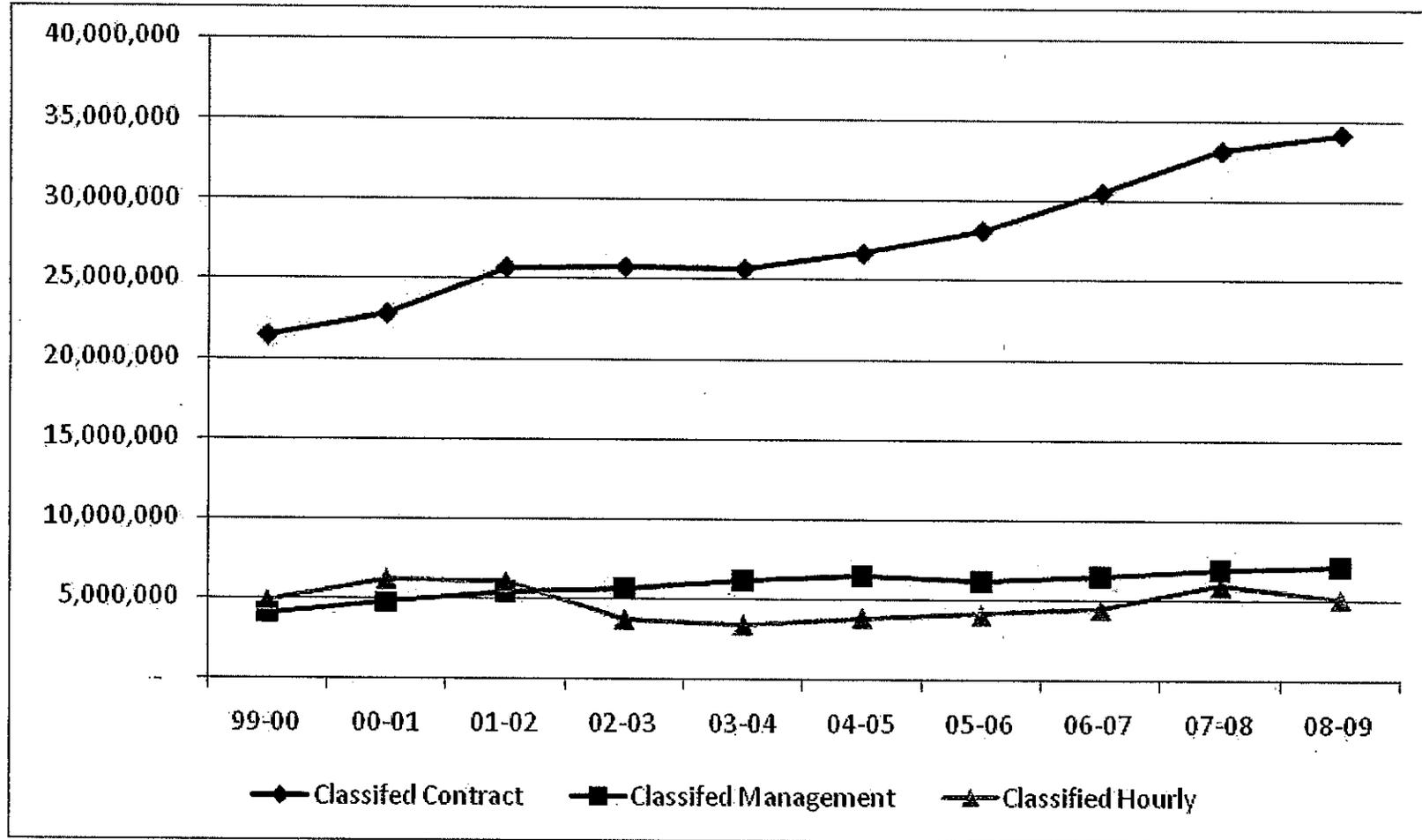
\*For information only

## CLASSIFIED SALARY HISTORY

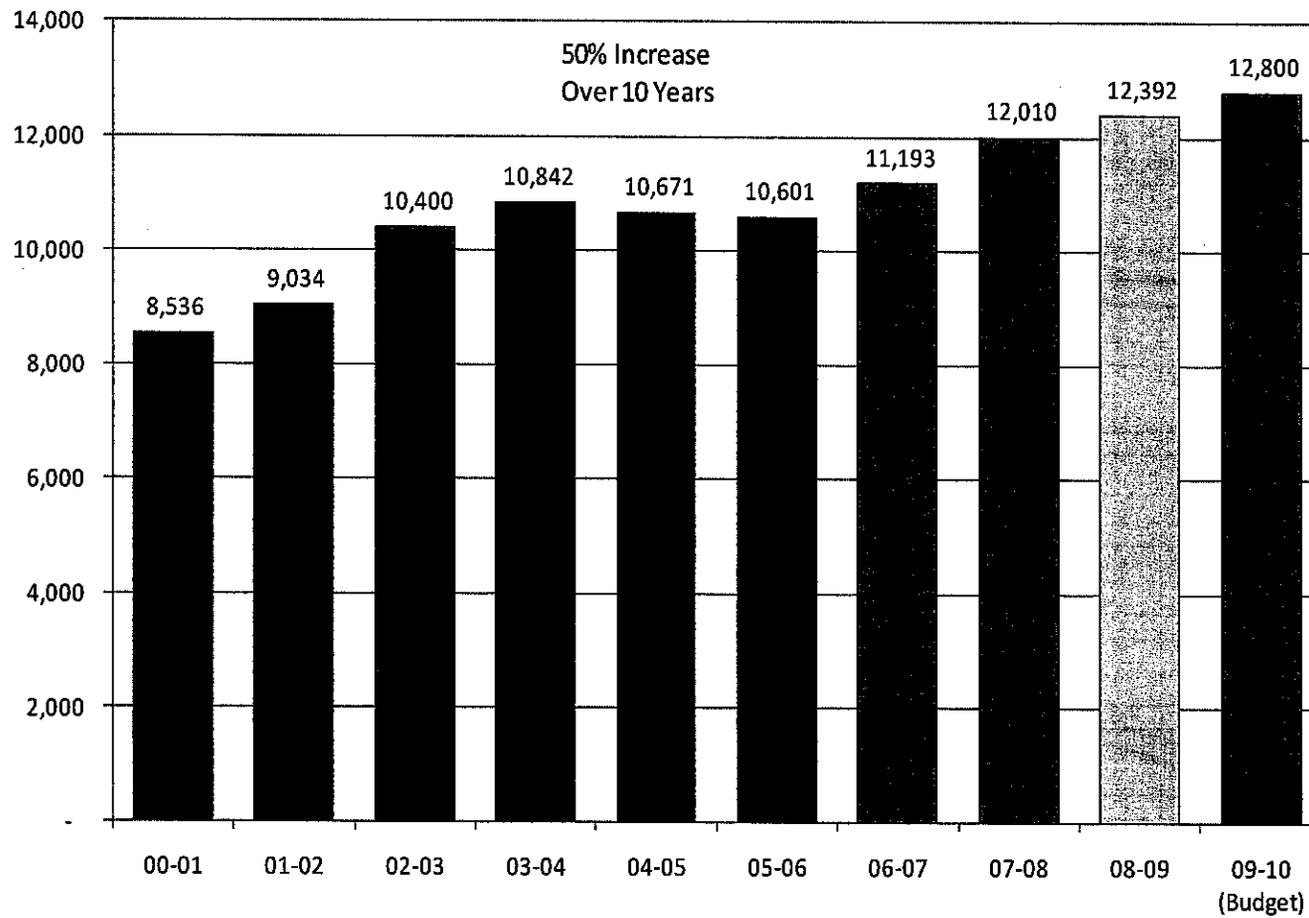
ACCT CODE	DESCRIPTION	1999-00	2000-01	2001-02	2002-03	2003-04
2100	NON-INSTR CONTRACT	19,666,778	20,892,375	23,477,599	23,321,978	23,079,716
2100	CLASSIFIED MANAGERS	4,097,940	4,760,368	5,425,402	5,693,381	6,175,586
2200	INSTR CONTRACT	1,787,525	1,926,648	2,255,251	2,471,215	2,614,656
2300	NON-INSTR HOURLY	3,957,885	5,085,847	4,955,169	2,989,043	2,781,616
2400	INSTRUCTIONAL HOURLY	899,043	1,106,549	1,088,690	749,984	653,622
	<b>TOTAL EXPENDITURES</b>	<b>30,409,171</b>	<b>33,771,787</b>	<b>37,202,111</b>	<b>35,225,601</b>	<b>35,305,196</b>

ACCT CODE	DESCRIPTION	2004-05	2005-06	2006-07	2007-08	2008-09
2100	NON-INSTR CONTRACT	23,945,777	25,186,200	27,325,470	29,771,076	30,450,103
2100	CLASSIFIED MANAGERS	6,477,963	6,176,564	6,525,017	6,908,944	7,100,489
2200	INSTR CONTRACT	2,749,446	2,978,198	3,213,666	3,395,668	3,751,639
2300	NON-INSTR HOURLY	3,195,407	3,375,320	3,677,649	4,849,437	4,226,122
2400	INSTRUCTIONAL HOURLY	687,312	735,431	796,994	1,063,552	871,389
	<b>TOTAL EXPENDITURES</b>	<b>37,055,905</b>	<b>38,451,713</b>	<b>41,538,796</b>	<b>45,988,677</b>	<b>46,399,742</b>

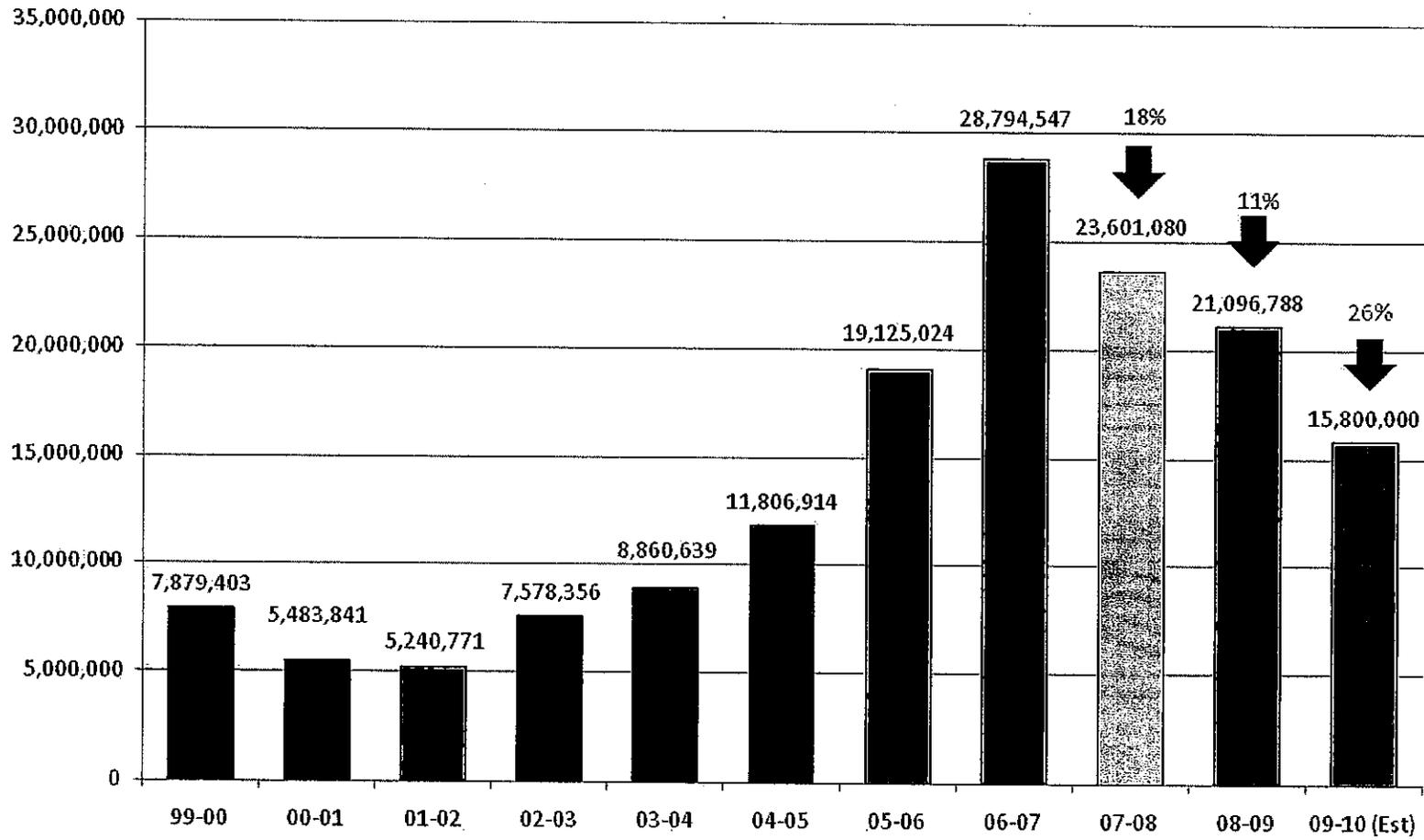
# CLASSIFIED SALARY HISTORY



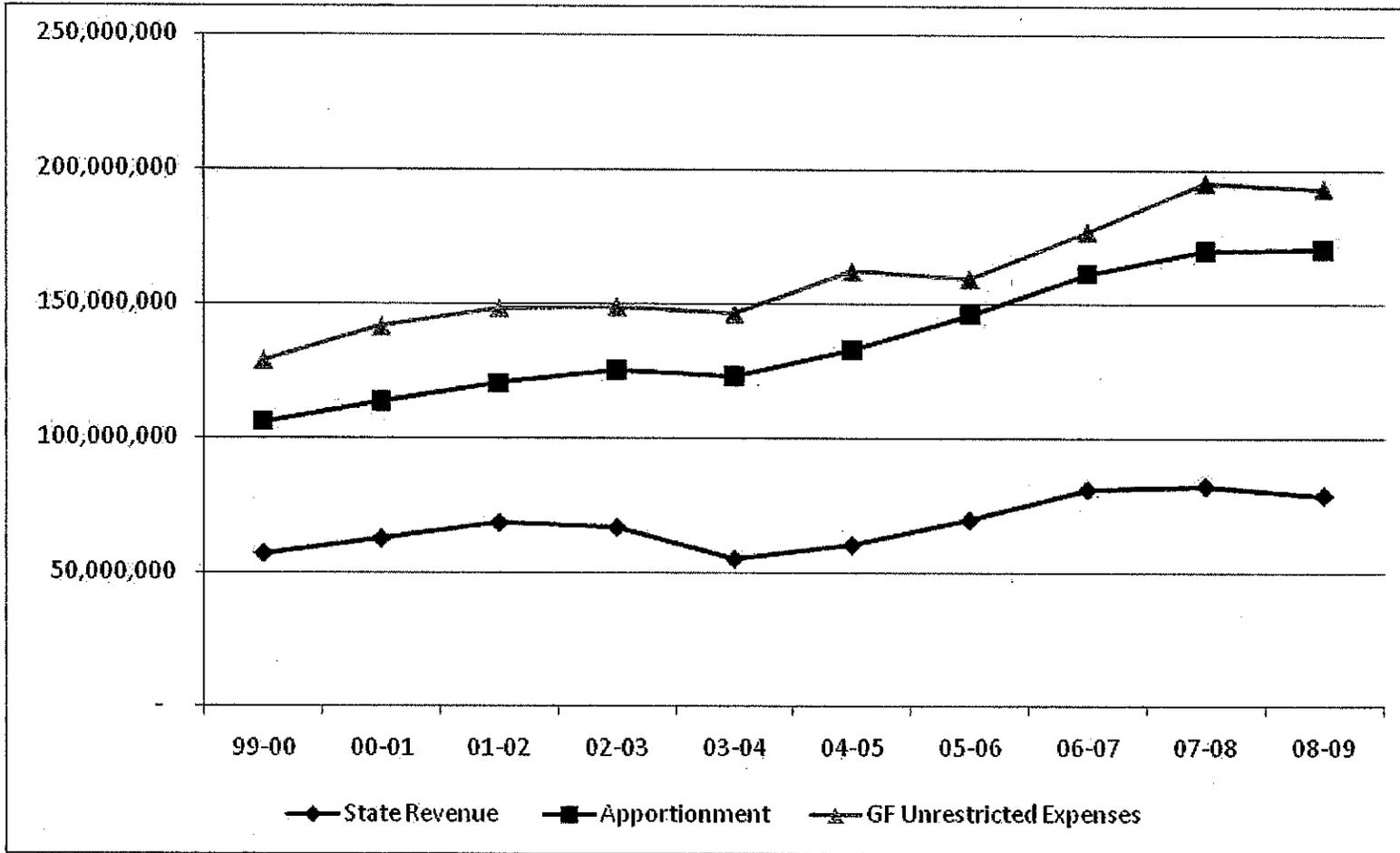
# HEALTH BENEFITS HISTORICAL COSTS



# ENDING FUND BALANCE HISTORY



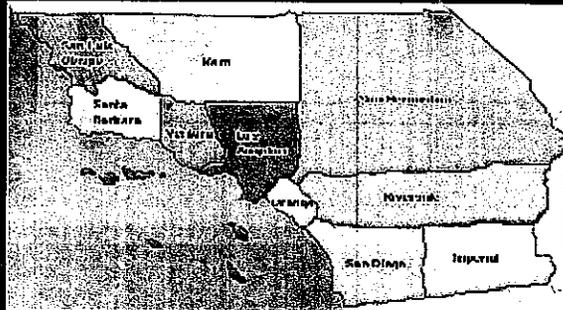
## STATE REVENUES/APPORTIONMENT vs EXPENSES





## Assessed Values in So. Cal. Counties

- Los Angeles                      0.5% to \$1.1 Trillion
- Orange                              1.2% to \$418.8 Billion
- San Diego                         2.3% to \$399.9 Billion
- Riverside                        10.5% to \$217.4 Billion
- San Bernardino                6.2% to \$170.6 Billion
- Ventura                            2.3% to 104.3 Billion



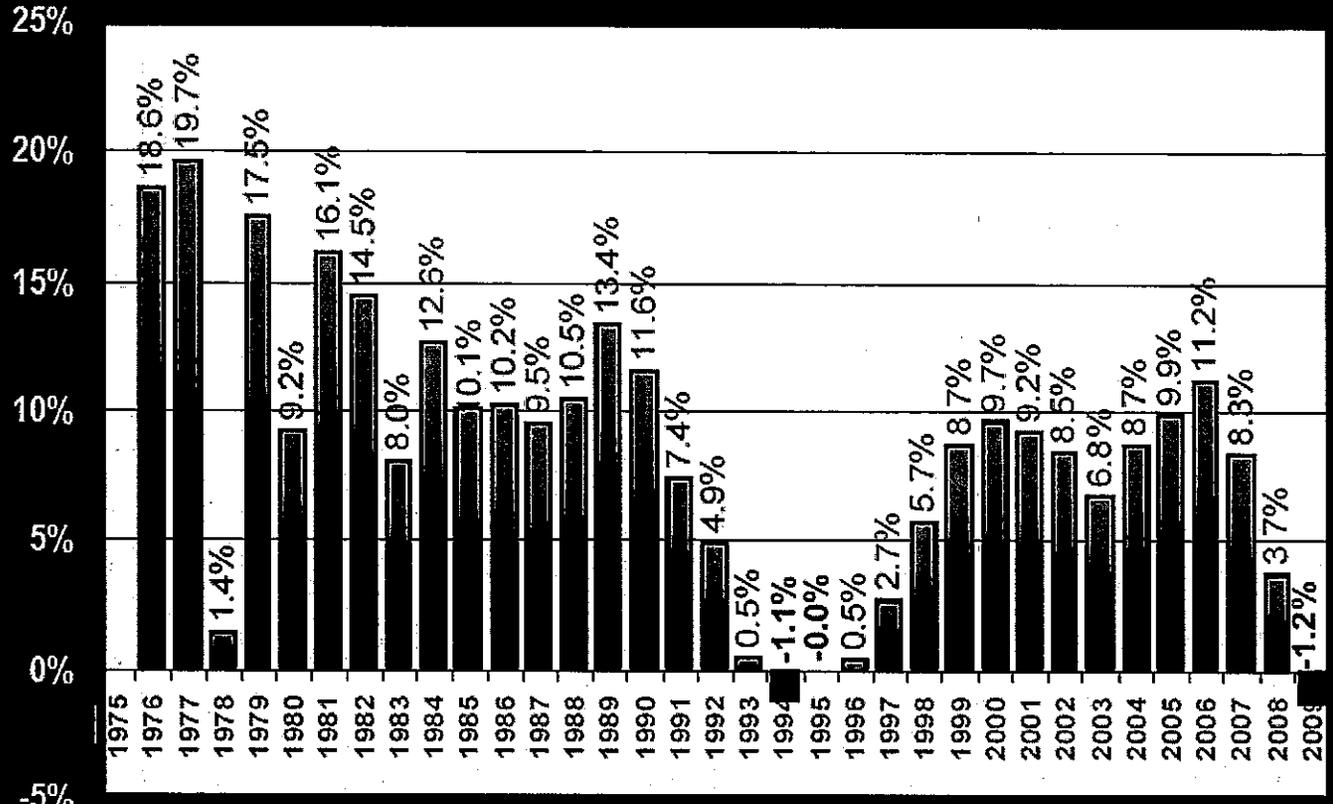
*BOE reported 38 counties had a year-to-year decline in 2009, and \$107.6 billion drop in county-assessed property statewide*

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Page 1



# Annual % Change In Net Assessed Value 1975 to 2009



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Page 2



**Prop. 13 CPI for 2010**

**-0.237%**

**This is the first time the CPI  
used for property valuations  
has been negative (34 years)**

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## 2010-11 BUDGET SHORTFALL

### Shortfall is Driven by Many Sources:

- External Sources (64% of shortfall)
  - Prior Year Apportionment Reduction
  - Negative COLA
  - Increase in PERS and STRS rates
  - Increase in Unemployment Insurance rate
  
- Categorical Program Cuts (13% of shortfall)
  - 2009-10 cuts between 32% and 51%
  
- District Contractual Obligations (23% of shortfall)
  - Salary Increases
  - Health Benefit Cost Increases
  - Step and Column Increases

## FUTURE PROJECTED BUDGET SHORTFALL

	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
A) 2009-10 Budget Reduction (covered by one-time funds)	\$ 5,822,688	\$ 5,822,688	\$ 5,822,688
Negative State COLA (.38%)	\$ 648,363	\$ 648,363	\$ 648,363
Estimated Mandatory Increase			
STRS (0%, 1%, 2%)	\$ -	\$ 535,000	\$ 1,070,000
PERS (.5%, 1.9%, 4%)	\$ 215,000	\$ 817,000	\$ 1,721,000
UC (.42%)	\$ 515,000	\$ 515,000	\$ 515,000
	<u>\$ 7,201,051</u>	<u>\$ 8,338,051</u>	<u>\$ 9,777,051</u>
B) To Protect Categorical Contract Employees	<u>\$ 1,500,000</u>	<u>\$ 1,500,000</u>	<u>\$ 1,500,000</u>
C) Negotiable Items			
Salary Increase			
CFE (10/11 increase .75%)	\$ 400,000	\$ 400,000	\$ 400,000
CFCE/Classified (unfunded 09/10)	\$ 450,000	\$ 450,000	\$ 450,000
CCA	unknown	unknown	unknown
CDMA/Other	unknown	unknown	unknown
Health Benefits	\$ 600,000	\$ 1,200,000	\$ 1,800,000
Step & Column	<u>\$ 1,200,000</u>	<u>\$ 2,400,000</u>	<u>\$ 3,600,000</u>
	<u>\$ 2,650,000</u>	<u>\$ 4,450,000</u>	<u>\$ 6,250,000</u>
TOTAL SHORTFALL	<u>\$ 11,351,051</u>	<u>\$ 14,288,051</u>	<u>\$ 17,527,051</u>
CUMULATIVE SHORTFALL	<u>\$ 11,351,051</u>	<u>\$ 25,639,102</u>	<u>\$ 43,166,153</u>

## FUTURE PROPOSED BUDGET SOLUTIONS

- Eliminate Retiree Health Benefit Contribution
- Reduce Summer Class Offerings
- Re-Direct KOCE Note Payment
- Salary Savings from ENDS Program
- Reduce Non-Instructional Hourly
- External Hiring Freeze
- Eliminate Overtime
- Reduce Reassigned Time
- Limit Purchasing
- Freeze Travel
- Freeze Memberships
- Eliminate Unfunded FTES
- ASB/Foundation Contributions
- Ending Balance
- Negotiable Items
- Suspend Intersession
- Utility Savings
- Reduce District Legal Liabilities
- Eliminate Auxiliary Deficit Operations
- Increase Revenue Generations on Contract Education, Free Based Programs
- International Student Enrollments
- Reduce Non-Credit Programs
- Explore Fee Based Credit Programs
- Additional Cuts to Campuses
- Freeze Hiring – Reorganization
- Consolidate some Operating Functions District-Wide
- Enforce Cost-Saving Measures

Coast Community College District  
50% Law  
March 17, 2010

Board Room  
6:30 PM



## FIFTY PERCENT LAW BACKGROUND

The Law, which dates back to 1959, was created presumably to ensure that non-instructional functions do not squeeze out course section offerings.

Education Code section 84362, commonly known as the Fifty Percent Law, requires each community college district to spend at least half of its “current expense of education” each fiscal year for salaries and benefits of classroom instructors.

*Current Expense of Education* (often referred to as “the denominator”) generally includes the unrestricted general fund expenditures of a community college district. Excluded from the current expense of education are expenditures for student transportation, food services, community services, lease agreements for plant and equipment, and other costs specified in law and regulations. Amounts expended from State Lottery proceeds are excluded, except for expenditure for instructional salaries.

*Salaries of Classroom Instructors* (often described as “the numerator”) are described in the *California Community Colleges Budget and Accounting Manual* as “Expenditures for the full or prorated portions of salaries of all employees in contract or regular faculty positions.”

## Administering the Law

The responsibility for administering the Fifty Percent Law resides with the Chancellor and the Board of Governors. Every year, exemption application forms and applicable due dates are distributed to all districts, and the annual financial and budget reports of all districts are monitored for compliance with Education Code section 84362.

### Basis for Exemption

Under existing regulations, a district may request exemption from the 50 percent requirement if compliance would have resulted in serious hardship and/or if salaries of classroom instructors are higher than comparable districts. The district declares on the exemption application the basis for its exemption request. Districts may choose either one or both of the categories. Serious hardship includes four criteria, defined in section 59204(c), summarized below:

- Conformance with the 50 percent requirement would have resulted in the district's inability to discharge financial liabilities. Consideration must be given to the following factors: whether the district's general fund ending balance is less than three percent; and whether the district's credit base FTES is less than 3,001.
- The first year of infusion of new moneys would have resulted in the district's inability to comply with the requirements of the Fifty Percent Law. The percentage is recalculated without including these new moneys in order to determine if the district would have been in compliance.
- Unanticipated, unbudgeted, and necessary expenditures resulted in the district's inability to comply with the Fifty percent Law, litigation, arbitration, costs of energy, insurance and security are among the items to be considered.
- Districts with an unexempted deficiency from a prior cycle may expend funds for other than salaries of classroom instructors, but count the expenditures as instructional after reading an agreement with faculty representatives that these expenditures, as itemized in title 5, section 59213(f), are necessary.

Salaries higher than the average of comparable districts are eligible for an exemption under title 5, sections 59204(e) and (f).

## **New Revisions to the Title 5 Regulations: Implementation of Fifty Percent Law**

### **59204.1. Supplemental Definition of "Serious Hardship" for F/Y 2009-10 through 2012-13.**

"Serious hardship" is defined in section 59204. Notwithstanding the provisions of section 59204, "serious hardship" is further defined as follows:

Conformance with the 50 percent requirement during the year of deficiency would have likely resulted in a substantial reduction of funding for categorical programs as compared to the level of funding for categorical programs in 2008-09. Such a reduction would have had a detrimental impact on those programs and a detrimental impact on student success.

In determining the serious hardship under this section, the Board of Governors shall consider the following:

- a) The level of categorical funding provided by the state for categorical programs in 2008-09 compared to the fiscal year for which an exemption is requested; and
- b) The district's level of unrestricted general fund support for categorical programs in 2008-09 compared to the fiscal year for which an exemption is requested.

It is not the intent of this section to provide an exemption for a district that would have expended less than 50 percent of its CEE on the payment of classroom instructors absent the reduction of categorical funding.

This section shall be in effect for fiscal years 2009-10 through 2012-13.

In the simplest terms, the 50% Law is calculated by dividing instructional salaries and benefits by total costs. This can be displayed as:

Instructional Salaries and Benefits  
Total Costs

Counts Toward 50% Target	Does Not Count	Outside the 50% Calculation
<b>Salary and Benefit Costs of:</b>	<b>Salary and Benefit Costs of:</b>	Costs funded by categorical programs
Classroom faculty	Counselors (faculty)	Building and equipment leases
Instructional aides	Librarians (faculty)	New equipment
	Faculty coordinators (such as nursing)	Community education
	Faculty directors (such as EOPS)	Ancillary programs
	Release time for department chairs	Costs funded by Lottery funds
	Non-faculty in departments	Student Transportation
	Deans and other administrators	Student Health Services
	Board of Trustees	
	Admissions and records staff	
	Business services staff	
	Campus safety staff	
	Facilities and maintenance staff	
	Human resources staff	
	Computer technical support staff	
	<b>Operating Costs:</b>	
	Utilities	
	Insurance	
	Legal	
	Audit Fees	
	Travel and conference expenses	
	Materials and supplies	
	Replacement equipment	

Below is an example of how this calculation is done.

	TOTAL GENERAL FUND EXPENSES	CATEGORICAL FUNDS	ANCILLARY FUNDS	EQUIPMENT EXPENSES	LOTTERY, RENTS, & LEASES	STU TRANSP & HEALTH	NET EXPENSES	
Instruct Sal & Ben	52,000,000	2,000,000					50,000,000	= 50.0%
Total	115,000,000	7,000,000	2,000,000	1,000,000	4,000,000	1,000,000	100,000,000	

## All expenditures can be examined as to their impact on the 50% Law Calculation

Starting with the previous example, how would the following impact the calculation?

- > An history instructor is hired - \$80,000
- > A full time counselor is hired - \$100,000
- > A nursing instructor is hired with grant funds - \$80,000
- > Biology lab supplies are purchased - \$10,000
- > A part-time counselor is hired with Lottery funds - \$40,000
- > An instructional aide is hired for a chemistry class - \$10,000
- > New computer servers are purchased - \$200,000
- > Increase in PERS rate - \$400,000
- > Increase in STRS rate - \$500,000
- > Instructor is granted 50% release time for curriculum dev - \$50,000
- > Purchase desks and chairs for classrooms - \$20,000
- > Classified staff are given a 1% salary increase - \$300,000

## Impact on 50% Law Calculation

	NET EXPENSES	History Instructor	Counselor	Nursing Instructor	Biology Lab Supplies	Part-Time Counselor	Instructional Aide
Instruct Sal & Ben	50,000,000	80,000	0	0	0	0	10,000
Total	100,000,000	80,000	100,000	0	10,000	0	10,000

	Computer Servers	PERS Rate Increase	STRS Rate Increase	Release Time	Desks and Chairs	Classified Increase	NET EXPENSES
Instruct Sal & Ben	0	0	400,000	(50,000)	0	0	50,440,000
Total	0	400,000	500,000	0	20,000	300,000	101,420,000 = 49.73%

- Increases the percentage
- Decreases the percentage
- Neutral

## Impact on 50% Law Calculation (Cont)

	NET EXPENSES		Hire 2 Instructors		Adjusted Expenses	
Instruct Sal & Ben	50,000,000	+	200,000	=	50,200,000	=
Total	100,000,000		200,000		100,200,000	= 50.10%

	NET EXPENSES		Classified Salary Increase		Adjusted Expenses	
Instruct Sal & Ben	50,000,000	+	0	=	50,000,000	=
Total	100,000,000		300,000		100,300,000	= 49.85%

## Request of Application for Exemption from the 50% Law

- The *Application for Exemption* is due no later than September 15 of each year to the State Chancellors Office.
- The applying district must also provide a copy of the application to the exclusive representative of the district's faculty employees and to the district or college academic senate "...immediately, but not less than 30 days preceding the public hearing."
- The results of this hearing are reported on the Findings of the **Local Governing Board Regarding Education Code 84362 (CCFS-350B)**.
- This public hearing must be held by December 1 or by December 15, if the district requests an extension.

## State Chancellor's Action - Title 5 COR 59213

If district failed to file an application for exemption in the manner required by law or....

Where the Board of Governors has denied any part of the district deficit amount

- Amount will be deposited in the County Treasury in the name of the district but not available for expenses.
- District may deduct for following 2 years any excess spent for salaries of classroom instructors.
- The chancellor shall instruct the district to develop a plan as to how the amount of deficiency not exempted by the Board of Governors will be expended for salaries of classroom instructors during the next fiscal year.

## Plan for Achieving Compliance

The governing board shall certify a plan for achieving compliance with the requirements of Education Code section 84362 with regard to the nonexempted deficiency. The plan shall specify expenditures for salaries of classroom instructors over and above the amount regularly budgeted for the year. The plan shall be submitted to the Chancellor by June 30 of the year before the nonexempted deficiency must be expended. The plan may include consideration of such factors as:

- a) Salary increases for instructors (either on- or off-salary schedule);
- b) Additional instructors;
- c) Additional instructional aides within the definition in section 59204.
- d) Conversion of part-time instructors to full-time.
- e) Reassignment of qualified personnel from other activities to classroom instruction; and
- f) Items other than salaries of classroom instructors, i.e. instructional materials, additional library or counseling staff, etc., with the mutual agreement of the exclusive representative of the district's academic employees, or, if none exists, the district or college academic senate, where the district can document the necessity, showing adverse impact on the district if such expenditures were not allowed.

## **Failure to Comply – Title 5 COR 59214**

**Under the regulations, the 50% Law encompasses a span of four years:**

1. Fiscal Year 1 (2009-10) – year in which deficiency occurred.
2. Fiscal Year 2 (2010-11) – year during which the Chancellor’s Office staff evaluates applications for exemption and the district begins to resolve the deficiency from fiscal year 1. The Board makes its decision, and the Chancellor requires any district not granted a full exemption to prepare a plan for spending the unexempted deficiency on salaries of classroom instructors during the next fiscal year. The district must submit the plan by June 30, 2010.
3. Fiscal Year 3 (2011-12) – year in which the district completes the resolution of any remaining deficiency from fiscal year 1. Any amount expended for salaries of classroom instructors above 50% of current expense of education during fiscal years 2 and 3 may be applied to reduce any unexempted deficiency from fiscal year 1.
4. Fiscal Year 4 (2012-13) – year in which the Chancellor withholds from the district’s apportionments an amount equal to any remaining unexempted deficiency from fiscal year 1 (2009-10).

## Comparison of the 50% Law

	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
<b>Coast</b>	<b>50.74</b>	<b>50.08</b>	<b>50.16</b>	<b>50.58</b>	<b>50.06</b>
Contra Costa	52.21	51.84	52.60	53.72	52.04
Kern	53.39	53.85	51.26	51.51	50.67
Los Rios	53.64	53.51	53.66	53.94	54.04
Peralta	51.19	50.81	51.24	52.73	N/A
Riverside	52.91	53.37	51.59	51.52	51.68
San Mateo County	52.54	52.73	53.27	53.68	53.96
Ventura	54.21	56.83	55.32	54.78	53.29
North Orange County*	54.53	54.57	54.26	54.23	54.05
Rancho Santiago*	50.12	50.28	50.24	51.16	50.89

\*For information only

## Suzanne Joyce Savary, Ph. D.

118 Marine Avenue, Balboa Island, CA 92662  
[DrSue@aol.com](mailto:DrSue@aol.com)

949 723-8283  
949 510-5446 c

*File*

### EDUCATION

Ph. D - 1978 New York University, Communication and Culture  
M. A. - 1972 Hunter College, Communications & Rhetoric  
B. A. - 1969 Ohio State University, SUNY Oswego, Speech & Theatre

### LEADERSHIP/ COMMUNITY SERVICE SUMMARY

Since her retirement in 2005, Suzanne has lent her talents and expertise to a wide range of community organizations. Her thirty-five years of teaching leadership skills and personal commitment to a society informed by male and female leaders working together has impacted the choices she has made. She has served as the President of Los Commodoras at the Bahia Corinthian Yacht Club. During that term, the group created and celebrated a history of women's sailing achievements in Newport Harbor, supported the initial development of the Balboa Peninsula Theatre and other worthy yachting and community causes. As a result of her involvement as a fund raiser and supporter in Hillary Clinton's Presidential Campaign, Suzanne became founder and President of the Newport Beach Women's Democratic Club, an organization devoted to creating a respectful forum for the discussion of differing political views in the Newport Beach Community. This highly successful organization has hosted opportunities for local citizens to hear Congresswoman Loretta Sanchez, California State Controller John Chiang, Huntington Beach Mayor Debbie Cook, City of Irvine Mayor Beth Krom, California List's Bettina Duval, author Elizabeth Ghaferi and other American leaders. Suzanne is the Chair of the OC Coalition of Progressive Women's Groups which is creating a Women's Leadership Program to develop and prepare future women leaders and candidates for political office.

President - Newport Beach Women's Democratic Club  
Chair - OC Coalition of Progressive Women's Organizations  
Chair - OC Coalition for Women's Leadership Development  
President - Las Commodoras, Bahia Corinthian Yacht Club  
President of the Board of Directors - YWCA of Glendale,  
Change Initiative Committee Member (16) - completed restructuring of YWCA of the USA  
Board of Directors - Verdugo Hills Visiting Nurses Association.  
Board of Directors - Verdugo Mental Health Association  
Board of Directors - The Presbyterian Hospital/ Soroptimist International Gardens  
Board Chair - Club President - Soroptimist International of Glendale Service Club  
Faculty Advisor - USC Marshall Women's Leadership Board

### Honors

USC Teaching Has No Boundaries Award	Woman Achiever - Business Life Magazine
U S Congressional Community Service Award	Chamber of Commerce Leadership Award
State of California Leadership Award	City of Glendale Leadership Award
Outstanding Young Woman of America	Who's Who In America

### CAREER SUMMARY

Dr. Suzanne Savary was the president of Savary Associates, a management-consulting firm founded in 1979 which specialized in consulting with and training thousands of managers in the foremost knowledge on management, leadership, communication and change management skills. Suzanne was Associate Professor of Management Communication in the Marshall School of Business of the University of Southern California where she designed, coordinated and taught Management Communication courses for the undergraduate and MBA programs. In response to the lack of business cases covering female leaders, Suzanne wrote two USC Business Cases on female leaders at Prudential Insurance and the State of California. She was also the faculty founding advisor for the Marshall Women's Leadership Board. Dr Savary's clients include such distinguished companies as AT&T, Grey Advertising, American Express, American Honda, Occidental Petroleum, McGraw-Hill and the American Management Associations. Dr. Savary is a past Board President of the YWCA of Glendale has served on numerous non-profit boards. Suzanne moved



to California as the Vice-President of Marketing for Carl Sagan Productions during the PBS COSMOS Series. She earned her doctorate in Communication and Culture at New York University and taught Business Communication and Broadcasting at Pace University and at the City University of New York. Suzanne has been honored as an Outstanding Young Woman of America and has been listed in Who's Who in the West and Who's Who in America.

## **PROFESSIONAL EXPERIENCE**

### **President, SAVARY ASSOCIATES, 1979 – 2006**

Managed a successful consulting practice to a broad base of over one hundred clients from small firms to Fortune 100 companies. Celebrated American Management Association 20 year Course Leader and delivered keynotes and speeches to professional conferences and conventions. Designed and taught Executive Presentations, Business Writing, Managing in Challenging Times, Creating the Empowered Environment, Consultative Communications Skills, Executive Team Building, Training the Trainer, Time and Self Management, Supervisory Techniques, Leadership and Interpersonal Communication, Negotiations, Persuading and Influencing Others, Successful Internal Consulting and the Management Course. Seminars custom tailored to client needs.

### **Associate Professor, Center for Management Communication, Marshall School of Business, University of Southern California 1998 – 2004**

Taught Marshall Undergrads, MBA Core and Electives and in the internationally famous Food Industry Management Program for high potential executives.

### **Vice President of Marketing, COSMOS Store, Carl Sagan Productions, Inc. 1979 - 1981**

Managed the sales, advertising, public relations and promotion for a line of science products, which emerged from the PBS COSMOS series. Facilitated and edited the contributions of internationally known scientists, artists and authors, e.g. Kazuaki Iwasaki, Isaac Azimov.

Business Communications Faculty, Pace University, NY. 1976 - 1978.

Communications Faculty, CUNY (CCNY, BCC, Hunter), 1971 - 1976.

Speech Teacher, Newfield H. S., Long Island, 1969 - 1970

## **PERSONAL**

Resident of Balboa Island, CA. Active member of yachting community. Late husband managed Flight Engineering Office for Voyager II and Galileo Spacecraft allowing Suzanne a birds-eye view of deep space exploration. Children: Scott - attorney in San Diego and Jennifer – Doctoral Candidate – Yale University. Hobbies: boating, theater, travel and community service.



## SELECTED CLIENT LIST

Alcoa Fujikura  
Allergan, Inc.  
Amfac Corporation  
American Honda Motor Company, Inc.  
American Society Of Civil Engineers  
Association Of Legal Administrators  
Bechtel Petroleum, Inc.  
BKK Corporation  
Calcomp / Lockheed  
Canadian Management Centre  
Chemnuclear Geotech  
Citicorp  
City Of Los Angeles  
Crocker Bank  
Columbia University -College Of Physicians  
And Surgeons  
Cox Broadcasting  
Defense Information Technology Center  
Defense Finance Accounting Systems  
E.I.Dupont De Nemours  
Executone Corporation  
Fancy Publications, Inc.  
Federal Managers Association  
Foothill Capital Corporation  
Grey Advertising  
Grocery Manufacturers Of America  
Hadley Auto Transport  
Harper Collins Publishers, Inc  
Hotel Information Systems, Inc.  
Kaiser Permanente Medical Group  
Koch Industries, Inc  
Laventhol & Horwath  
Legal Assistants Association  
Link Technologies, Inc.  
Lotus Development Corp.

McGraw-Hill, Inc.  
McKinney, Stringer & Webster, Attys  
Mellon Bank  
Mesa County, Colorado  
Morrison & Foerster, Attys  
Motorola Computer Group  
Network General Inc.  
Naval Underseas Warfare Center  
Occidental Petroleum  
Pactel Cellular  
P. E. O'Hair & Co.  
Pillsbury, Madison & Sutro  
Polaris Aircraft Leasing Corporation  
Provasis, Inc.  
R&B Realty - Oakwood Housing Corp.  
Ralph's Groceries, Inc  
Rock Island Arsenal  
SAIF Corporation  
San Francisco Museum Of Modern Art  
Schlumberger, Inc.  
SCO, Inc.  
S. E. Rykoff & Company  
Shearson/ American Express  
St. Agnes Medical Center  
State Of California - Sierra Conservation  
Center  
TTI - Citicorp  
Teledyne Microelectronics, Inc.  
U S Army  
U S Air Force  
U S Borax  
U S Navy  
Wacker Siltronic, Inc.  
Western Digital Corporation  
Women Jeweler's Association  
Workers Compensation Insurance Bureau



## **RESUME**

**Susumu Yokoyama  
6092 Point Loma Drive  
Huntington Beach, CA 92647  
(714)841-4305**

### **EDUCATION**

#### **June 1972**

B.A. in Political Science, California State University at Long Beach

#### **August 1977**

Masters Degree in Public Administration with concentration in Health Care Administration at California State University, Long Beach. Completed Thesis on "Healthcare Utilization Patterns of Japanese Americans"

### **Current Status**

**Retired: 2003- Present**

### **PROFESSIONAL EXPERIENCE**

#### **1992-2005 -- Chief Operating Officer, Rancho Los Amigos National Rehabilitation Center , 7601 East Imperial Highway, Downey, CA 90242**

Rancho Los Amigos is a nationally renowned rehabilitation hospital, consistently named by the "US News and World Report" as one of the best rehab hospital in the country. Rancho's operating budget was around \$174M per year with around 2,100 employees. As the Chief Operating Officer of the hospital, I was responsible for annually putting together the budget with the CFO and the operation of the ancillary and support departments of the hospital. Areas of major responsibilities include:

- Capital Projects
- Licensing and Accreditation
- Hospital committees
- Hiring and discipline of personnel within the areas of responsibility.

#### **1998-2003 -- Surveyor for Commission on Accreditation of Rehab Facilities, Tucson, Arizona**

CARF is an independent agency which set national standard for rehab facilities. The surveyors are part-time people who are working in the field and survey at least 3 hospitals a year. As the administrator of the survey team, I was the lead surveyors. I surveyed hospitals across the United States.



**1980-1992 -- Assistant Hospital Administrator, Rancho Los Amigos National Rehabilitation Center**

As an Assistant Administrator, I was responsible for Administrative services, clinical services and support services. During my 12 year tenure, my assignments were varied and challenging.

**1978-1980 -- Area Administrator of Internal Medicine, General Hospital, LAC/USC Medical Center, 1200 N. State Street, Los Angeles, CA 90033**

As an Area Administrator 540 bed Internal Medicine, I was responsible for working with the Internal Medicine Department Chairman and the Nursing Director to provide administrative leadership and support.

**1975-1978 -- Assistant Administrator, Women's Hospital, LAC/USC Medical Center, 1240 N. Mission Road, Los Angeles, CA 90033**

I was an administrator of the Obstetrics Department and various support and ancillary services at Women's Hospital.

**Non-Professional Interests**

**1998- Present -- Board Member and Trustee, Yonsei Basketball Association.**

This non-profit organization selects 12 boys and 12 girls finishing 8th grade to play basketball and homestay with the Japanese Family in Japan for a week. The following year, same players host their counterpart from Japan for a week, I was their President from 2000-2003. In 2003, appoint by the Board of Directors to the Board of Trustee.

**2005-Present -- Advisory Board Member of Rancho Adult Day Services Program.**

Advisory Committee meets quarterly to get feedback on the activities of this non-profit program, provide advice for improving the program and be of assistance in advocating for State funded day services program.

**Awards**

2001 -- Recognized and awarded the Distinguish Alumni Award from the College of Health and Human Services, California State University , Long Beach.



*Proposal to Provide  
Executive Search Services  
for the positions of  
Vice Chancellor of Administrative Services  
and  
Vice Chancellor of Educational Services  
with the  
Coast Community College District*



*Submitted March 8, 2010*

*Prepared by*

**Ralph Andersen & Associates**

[www.ralphandersen.com](http://www.ralphandersen.com)



WE SUPPORT GREEN GOVERNMENT





**Ralph Andersen & Associates**  
A Tradition of Excellence Since 1972

Corporate Office Location:  
5800 Stanford Ranch Road  
Suite 410  
Rocklin, California 95765  
916.630.4900

March 8, 2010

President Jerry Patterson  
and Members of the Board of Trustees  
Coast Community College District  
1370 Adams Avenue  
Costa Mesa, California 92626

Dear President Patterson and Members of the Board of Trustees:

Ralph Andersen & Associates is pleased to submit this proposal to Coast Community College District (Coast CCD) to conduct an executive search for your next Vice Chancellor of Administrative Services and Vice Chancellor of Educational Services. The Board will be well served by our current and recent experience dealing with community colleges (Marin Community College District, Cerritos Community College District, Sierra College and the Community College League of California). Our strong network of professionals, both within California and across the United States, is an essential component of our capacity to serve your needs. We would be pleased to work with the Board of Trustees on this important assignment. We look forward to your favorable consideration and our ability to present our qualifications to in the near future.

## **Our Understanding of the Assignment**

The Coast Community College District is a multi-college district that includes Coastline Community College, Golden West College, and Orange Coast College. The three colleges offer programs in transfer, general education, occupational/technical education, community services and student support services. Coastline, Golden West and Orange Coast enroll more than 60,000 students each year in more than 300 degree and certificate programs. Since its founding in 1947, the Coast Community College District has enjoyed a reputation as one of the leading community college districts in the United States.

The Board of Trustees of Coast Community College District seeks the involvement and support of a highly qualified and experienced executive search firm to assist in the recruitment for the Vice Chancellor of Administrative Services and Vice Chancellor of Educational Services. The process of selecting the next Vice Chancellor of Administrative Services and Vice Chancellor of Educational Services will begin immediately upon notice to proceed.

While we at Ralph Andersen & Associates understand there are unique complexities of the California Community College system and therefore, perhaps, the desirability to initially focus on in-state and "in-field" candidates, the Board may find it equally desirable to conduct a broad-based, national search designed to attract the best candidates from a variety of related fields.

We also understand that this will be a complex search process requiring extensive consultation with a diverse variety of Coast Community College District stakeholders. The Board of Trustees will take the lead in the evaluation of search firms to conduct a comprehensive recruitment for the position of Vice Chancellor of Administrative Services and Vice Chancellor of Educational Services. Upon award of the contract, Ralph Andersen & Associates will work with the Search Committee throughout the recruitment. If selected,



the Ralph Andersen & Associates' Search Team will act as staff for the Board of Trustees on all aspects of the search as outlined in the section titled "Our Approach."

## **Ralph Andersen & Associates' Qualifications**

Ralph Andersen & Associates has been providing practical, responsive executive search and management consulting services to the local public sector and related industries since 1972. With each new assignment, we earn our reputation as one of the premier local government consulting organizations. Ralph Andersen & Associates serves a nationwide clientele through the Corporate Office in the Sacramento area (Rocklin, California).

As one of the first in the nation to work exclusively in the public sector, Ralph Andersen & Associates has become a leader in public sector and nonprofit executive recruitments. We have worked hard to earn and maintain a reputation for excellence by delivering exceptional quality, meeting client objectives, and producing results on time, on budget, as promised.

At Ralph Andersen & Associates, our goal is to provide personal service and practical solutions. Our focus is simple – recruiting top talent and leadership and providing customized management consulting. For almost four decades, we have worked successfully with public sector and nonprofit clients across the country offering our unique approach.

Since 1972, Ralph Andersen & Associates has conducted over 1,200 executive recruitments for a variety of key management positions. These clients include cities, counties, water districts, special districts, school districts, symphony orchestras, art centers, colleges and universities, and others throughout the United States.

## **Project Staffing**

The reputation of the search firm and personal commitment of the recruiters define the difference between the success and failure of any given recruitment. Ralph Andersen & Associates' search professionals are acknowledged leaders in the field and possess a broad range of skills and experience in the areas of local government and nonprofit management, executive search and related disciplines. Only senior members of Ralph Andersen & Associates are assigned to lead search assignments, ensuring that their broad experience and knowledge of the industry is brought to bear on our clients' behalf.

### **Mr. Stan Arterberry, Project Director**

The Project Director for this assignment will be Mr. Stan Arterberry, Senior Consultant with Ralph Andersen & Associates. Following his recent retirement (July 2008) and six-year tenure serving as Chancellor for West Valley-Mission Community College District (22,000 students / 368 Faculty / \$140M Budget) in Saratoga, Mr. Arterberry joined the highly respected firm of Ralph Andersen & Associates. Mr. Arterberry brings a total of more than 35 years in higher education, the last 20 years as a community college CEO, coupled with his commitment as an educational consultant and executive recruiter for this nationally recognized consulting and recruiting firm.

Mr. Arterberry was the Project Director for the recently completed search for the position of President/Superintendent for Cerritos Community College District and the current recruitment for the position of Superintendent/President for Marin Community College District.

Other positions held by Mr. Arterberry include Superintendent / President of Solano Community College (1994 – 2002), President of Merritt College (1993 – 1994), and Superintendent / President for West Hills Community College (1989 – 1993). He also has prior experience serving as Dean of Student Services and Dean of Community Based Education for West Hills Community College as well experience as the





Assistant Dean of Student Affairs at Riverside City College. Instructional experience includes Assistant Professor of Sociology and History and Instructor of Sociology at two respected institutions.

Mr. Arterberry has a Master of Arts in Sociology from Atlanta University, and a Bachelor of Arts in Sociology from Whittier College. Additionally, he has a certificate in Management from Harvard University Institute for Educational Management. In 2008, Mr. Arterberry was awarded the Harry Buttimer Distinguished Administrator Award from the Association of California Community College Administrators (ACCCA).

### **Ms. Heather Renschler, Co-Project Director**

The Co-Project Director for this assignment will be Ms. Heather Renschler, President/CEO of Ralph Andersen & Associates. Ms. Renschler has been with Ralph Andersen & Associates for more than 25 years and is the firm's Chief Executive Officer. Ms. Renschler has overseen the recruitment practice of Ralph Andersen & Associates for the last 13 years and, as a result, is often involved with recruitments on a national scale and those of a highly sensitive and critical nature. Her involvement in recruitments is as the Project Director with full responsibility for the successful outcome of the search process. She has had experience working in a university environment through her recent projects with community colleges and past client relationships with the University of California System.

Ms. Renschler was the Project Director on the following searches:

- ▶ Sierra Community College District – Superintendent/President
- ▶ Community College League of California – President/CEO

She has extensive experience with many other executive-level positions in the public sector including city manager, county executive, general manager and executive director. She is well versed in working with elected officials including boards of directors, county commissioners, city councils and special districts in the recruitment and selection process. Her network of contacts and potential candidates is extensive and on a national scale.

Prior to joining Ralph Andersen & Associates, Ms. Renschler had extensive private sector experience in the areas of construction management, health care and public accounting. Ms. Renschler attended the University of Toledo and majored in Accounting and Journalism and obtained a Bachelor's degree in public administration from the University of San Francisco.

**Other members of the Search Team** – The Search Team will have professional assistance from other members of Ralph Andersen & Associates including support and research from the experienced staff in the Corporate Office. The Support Staff of Ralph Andersen & Associates is managed by Ms. Teresa Heple. Other team members include Ms. Tiffany Taylor, Research Assistant and Ms. Diana Haussmann, Administrative Assistant. All support staff were involved in the Cerritos Community College District, Sierra College and Community College League of California searches.

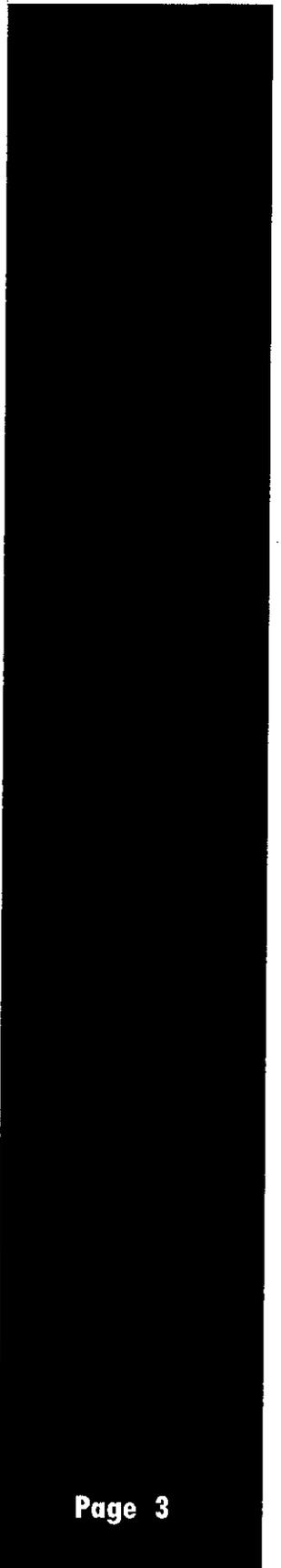


Should you need any additional information, please feel free to call Ms. Renschler or Mr. Arterberry at (916) 630-4900.

Respectfully Submitted,

*Ralph Andersen & Associates*

Ralph Andersen & Associates





# Summary of Experience



## Our Educational Related Experience

We have provided consulting services to community colleges over the years but since 2005 have also been providing recruitment services, and sponsoring or exhibiting in this important and vital area. Specifically, with our firm's commitment to the importance of education, we have expanded our practice to include offering search services for administrators. Over the past five years, we have become significantly involved with community colleges with successful placements for the following clients:

- ▶ Cerritos Community College District
  - ▶ President/Superintendent (2009) – **Sample Attached**
- ▶ Community College League of California
  - ▶ President/CEO (2006)
- ▶ Marin Community College District
- ▶ Superintendent/President (Current Search)
- ▶ Sierra Community College District (California)
  - ▶ Superintendent/President (2005) – **Sample Attached**

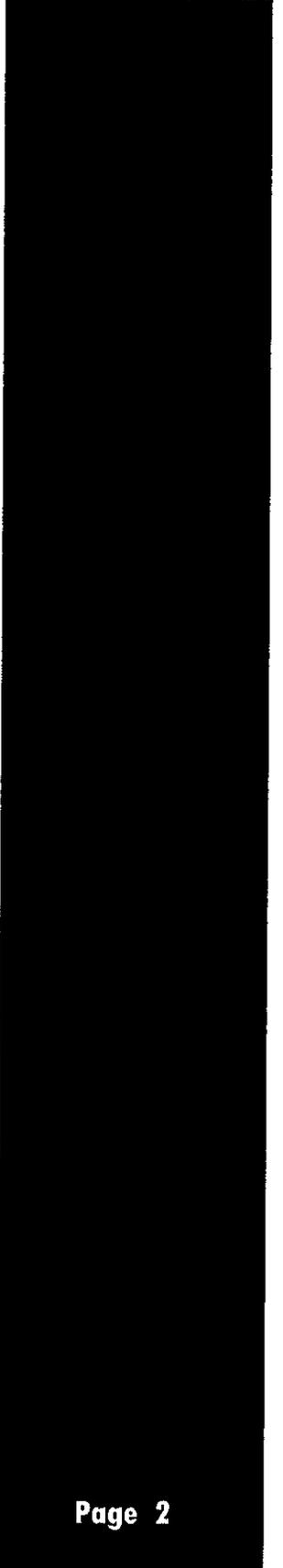
Other recent educational related clients include the following: Los Angeles County Office of Education (General Counsel) and Los Angeles Unified School District (various executive-level positions in facilities, construction and engineering). Additionally, we have recently concluded working with Schools Excess Liability Fund (SELF) whose membership includes more than 80 percent of California's school districts that depend on SELF for excess insurance coverage, resources and expertise. In addition, all 24 campuses of the California State University system and 70 of the 77 Community College Districts are members of SELF.

Additionally, over the past three decades, we have conducted the following support related positions for other educational institutions as follows:

- ▶ University of California, Davis
  - ▶ Associate Director of Facilities Services – Structural Operations (1996)
  - ▶ Associate Director of Facilities Services – Mechanical Operations (1996)
- ▶ University of California, San Diego
  - ▶ Director of Operations and Maintenance Services (1995)
  - ▶ Director of Public Safety/Police Chief (1995) and (2002)
- ▶ University of California, San Francisco
  - ▶ Director of Public Safety/Police Chief (2002)
- ▶ University of Texas, M.D. Andersen Cancer Center
  - ▶ Chief of Police (2004)



Additionally, over the years, Ralph Andersen & Associates has conducted numerous consulting assignments for school districts and community colleges. Refer to Appendix A for a comprehensive listing of clients within the educational sector for the past 38 years.





# Our Approach



The successful search process relies heavily on person-to-person contact to identify outstanding diversified candidates and, in the evaluation phase, to gain a complete understanding of the background, experience and management style of the top candidates. In addition, the results of the search will produce candidates focused on both leadership and institutional needs. The executive recruitment techniques used by Ralph Andersen & Associates have been developed and used successfully with hundreds of clients for more than 38 years.

Ralph Andersen & Associates will assist and support the Board of Trustees and Search Committee throughout all phases of the search selection of your next Vice Chancellor of Administrative Services and Vice Chancellor of Educational Services. The specific steps that would be used in this search for the Vice Chancellors are summarized as follows. We fully understand that if selected, our approach maybe modified to meet the needs of the Board and the Chancellor:

## **Task 1 – Review Project Management Approach**

We will discuss Ralph Andersen & Associates' approach to executive searches. This will include meeting with the Board of Trustees to review the entire search process and receive input and direction from the Board. We shall review all deliverables such as a timetable for the search process, recruitment process, reference checking and the process of developing the position profile (Recruitment Brochure).

The Search Committee will play a major role in the selection and success of your next Vice Chancellor of Administrative Services and Vice Chancellor of Educational Services. This would be a strong demonstration and commitment to shared governance. The Board of Trustees shall approve the charge, the confidential statement, and the committee membership (e.g., appointment to hiring committee as defined in District policy) for the Search Committee.

## **Task 2 – Develop Position Profile (Recruitment Brochure)**

This would include working with the Search Committee to develop a draft of the position profile. We begin with reviewing the current position brochure and discussing the method of developing a new position brochure. We would need to determine the challenges, opportunities, needs and priorities facing the District in the next five years. The personal and professional characteristics sought in the candidate for the position shall be determined. The Board of Trustees shall set the minimum qualifications for the position. The information necessary to develop the position profile may be gathered through input via College-wide forums, employee groups, employee/community survey, or the committee may appoint an ad hoc committee composed of committee members to develop a draft profile. The Search Committee shall identify "Key Attractors," reasons why a candidate would apply for the position and want to join the Coast Community College District family. The "Key Attractors" will be placed in the position profile. The Search Committee, in consultation with the Project Director, shall establish the calendar for the search process.

The position profile shall be reviewed, approved by the Search Committee and submitted to the Board of Trustees for final approval.

## **Task 3 – Outreach and Recruiting**

Ralph Andersen & Associates will work with the District to identify and determine a regional and national advertisement campaign. We would provide the District with copies of all recruitment letters. These letters could be sent to all California Community College Chancellors, Superintendent/Presidents, College Presidents, and CCC Trustees (or other appropriate CC stakeholders) in the United States seeking nominations. We will solicit candidate nominations from the Board, College staff, community stakeholders, and state-wide and national post-secondary institutions.



We will coordinate a national mailing utilizing Ralph Andersen & Associates' network. We will distribute brochures and meet potential candidates at Community Colleges' state-wide conferences. We also will undertake telephone recruitment efforts utilizing Ralph Andersen & Associates' network.

To initiate an early recruitment prior to the Board's approval of the position profile, we recommend the announcement of the upcoming openings of the Vice Chancellor of Administrative Services and Vice Chancellor of Educational Services position be placed on the College's website and a link to Ralph Andersen & Associates' home page where the applicant can submit his/her contact information and resume.

#### **Task 4 – Candidate Evaluation**

Ralph Andersen & Associates will facilitate office review for minimum qualification. We will submit the applications to the Search Committee in four (4) groups: Group 1 – those candidates that meet minimum qualifications; Group 2 – those candidates not recommended for interview but meet minimum qualifications; Group 3 – those candidates that do not meet minimum qualifications; and Group 4 – incomplete applications.

#### **Task 5 – Candidate References**

Ralph Andersen & Associates will conduct preliminary reference reviews and checks for those candidates identified and invited to an interview as a semi-finalist (as the most qualified) as a result of the screening process. Direct contact will be made with references to learn more about the candidates' experience, past performance and management style.

Ralph Andersen & Associates will obtain signed release forms from the semi-finalists allowing us to contact candidates' identified references and references identified by us and provide the Board of Trustees and the Chancellor with a confidential reference report.

Additional in-depth reference checking and verifications will be made on the final (top) candidates and will include education verifications, Department of Motor Vehicle check, wants and warrants, civil and criminal litigation search and credit check. The results of the preliminary and in-depth reference check plus the verifications will be discussed and shared with the Board of Trustees and the Chancellor at the appropriate time.

At Ralph Andersen & Associates we prefer to conduct face-to-face interviews with candidates. Personal (preliminary) interviews will be conducted for candidates located in California. All candidates will be initially interviewed via telephone. Based on a case-by-case basis, Ralph Andersen & Associates may elect to interview an out-of-state candidate in person with the approval of the Search Committee.

#### **Task 6 – Search Report**

A thorough reference report will be prepared and shared and discussed with the Board of Trustees and the Chancellor at the appropriate time during the final interview process.

#### **Task 7 – Semi-Finalist Interviews**

Assist the Search Committee in defining screening and interviewing procedures and criteria to conduct semi-finalist interviews. Prepare or assist in the preparation of questions for the interview. We call and brief candidates selected for the interview, and we inform candidates of the outcome of the interview. We recommend that the interview be held at a site off campus. We also recommend adequate time be allotted for the interview and discussion of the semi-finalist. This may require multiple days of interviewing and deliberation of candidates. The Search Committee shall endeavor to recommend three to five unranked finalists it feels are best qualified for each position to the selection committee (as defined in Board Policy 050-1-17-1).





The Project Director will communicate with the Chancellor and Board in a regular and timely manner. A monthly written progress report will be provided for the Chancellor and Board. The Project Director will prepare a progress report on the search process and progress that may be distributed District-wide. The appropriate minutes (non-confidential information) may be posted on the college's website. It is recommended that a link be established on the College's website titled "Update on the Vice Chancellor of Administrative Services and Vice Chancellor of Educational Services Search." The entire Search Committee membership and affiliation should also be posted. This will allow access on the update and search progress to the campus community and district community

#### **Task 8 – Final Interview and Selection by the Board of Trustees and Chancellor (Board to determine Ralph Andersen & Associates' role in the final interview)**

We assist the Board and Chancellor in all phases of the final interviews. We will contact finalists on the outcome of the Board and Chancellor's interviews. We recommend that College forums be part of the final interview process. We will provide the Board of Trustees and the Chancellor with a comprehensive reference report on the finalists. We strongly recommend a site visit on the top two (2) candidates and will assist with the preparations for these site visits, as required. Since this is an important hiring decision, the Board and the Chancellor must allocate adequate time to interview and discuss the final candidates. This may require multiple days of interviews and deliberations.

#### **Task 9 – Negotiation**

We can assist the Board with the contract negotiation with the selected candidate if requested by the Board.

#### **Task 10 – Close Out**

After the District has reached an agreement with the individual selected for the position and a start date has been set, the search consultant will close out the search. These activities will include advising all of the final candidates of the status of the search by telephone.

## **Background Screening Process**

The success of the search process relies heavily on the initial outreach to qualified candidates. Additionally, the background screening process used by Ralph Andersen & Associates provides the following detailed information about candidates:

### **Screening**

All of the applications will be carefully reviewed by Ralph Andersen & Associates. Those individuals that meet the recruitment criteria and minimum qualifications will be identified and subject to a more detailed evaluation. This evaluation will include consideration of such factors as professional experience, and size and complexity of the candidate's current organization as compared to the candidate profile.

### **Conduct Preliminary Interviews**

Ralph Andersen & Associates will conduct preliminary interviews with the top group of candidates (approximately ten to twelve) identified through the screening and preliminary reference review processes. The interviews are extensive and designed to gain additional information about the candidates' experience, management style, and "fit" with the recruitment criteria.





At Ralph Andersen & Associates, we prefer to conduct face-to-face interviews with candidates. Personal (preliminary) interviews will be conducted for candidates located in California. Candidates outside of California will be initially interviewed via telephone. Based on a case-by-case basis, Ralph Andersen & Associates may elect to interview an out-of-state candidate in person with the approval of the Search Committee.

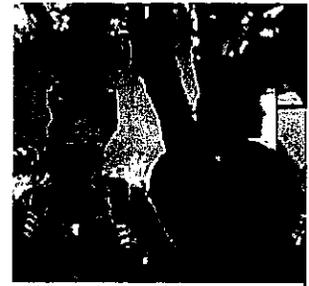
### **Preliminary Reference Review**

Ralph Andersen & Associates will conduct preliminary reference reviews and checks for those candidates identified and invited to an interview as a semi-finalist as a result of the screening process. Direct contact will be made with references to learn more about the candidates' experience, past performance and management style.

Ralph Andersen & Associates will obtain signed release forms from the semi-finalists allowing us to contact candidates identified references and references identified by us and provide the Board of Trustees and the Chancellor with a confidential reference report.

### **Finalist Reference Review and Background Verification**

Additional in-depth reference checking and verifications will be made on the *final* (top) candidates and will include education verifications, Department of Motor Vehicle check, wants and warrants, civil and criminal litigation search and credit check. The results of these verifications will be discussed with the Board of Trustees and the Chancellor at the appropriate time.





# References



At Ralph Andersen & Associates, we feel strongly that our past client relationships will attest to the professionalism of our services. We encourage you to talk with our references and if needed, would be pleased to provide additional contacts.

References for Mr. Stan Arterberry include:

- ▶ **Cerritos Community College District**  
Cynthia Convey, Manager of Employee Services/Faculty and Staff Diversity Officer  
(562) 860-2451 ext 2276  
-and-  
Bob Epple, Board President  
(562) 804-1143 or (562) 879-6599  
Recruitment: President/Superintendent
- ▶ **Community College League of California (CCLC)**  
Scott Lay, President/Chief Executive Officer  
(916) 444-8641
- ▶ **GKK Works**  
Shaun Blaylock, Vice President  
(916) 441-5478
- ▶ **West Valley Mission Community College District**  
Jack Lucas, Board President  
(408) 741-2195

References for Ms. Heather Renschler include:

- ▶ **Schools Excess Liability Fund (SELF)**  
Michael Gregoryk, President of the SELF Board and Vice President, Administrative Services,  
Mt. San Antonio College  
(909) 594-5611 ext 5503  
-or-  
Paula Tanguay, Board Member of SELF  
CEO of Alliance of Schools for Cooperative Insurance Programs (ASCIP)  
(562) 403-4640  
Recruitment: Executive Director
- ▶ **Community College League of California (CCLC)**  
Scott Lay, President/Chief Executive Officer (*Placement*)  
(916) 444-8641  
Recruitment: President/Chief Executive Officer
- ▶ **Sierra Community College District**  
Ron Martinez, Associate Vice President, Human Resources  
(916) 624-3333  
Recruitment: President/Superintendent



# Project Timing and Cost

## Project Timing

If retained by the Coast Community College District, Ralph Andersen & Associates would complete the search in approximately six (6) months from the execution of the agreement between Coast Community College District and Ralph Andersen & Associates. Ralph Andersen & Associates understands that the District wishes to begin as soon as possible, and is ready to commence the search process with the first meeting of the District/College Search Committee. Negotiation with the top candidate will take an additional few weeks after finalist interviews.

## Project Cost

We believe our fee and expense structures are cost effective and appropriate during these unprecedented economic times. The search fee for the Vice Chancellor of Administrative Services and Vice Chancellor of Educational Services of the Coast CCD will be focused primarily within California but will also include national outreach. **The search fee will be \$35,000.** This fee includes all professional services, clerical, research, advertising costs, brochure design/printing, and outreach expenses as noted:

- ▶ Visits by the Project Director to the College (generally four to six days, on-site, plus up to five days on-site for the finalist interviews).
- ▶ Ralph Andersen & Associates' telephone and mailing expenses for recruiting candidates.
- ▶ Communicating with the Board, Search Committee, candidates, and College Liaison.
- ▶ Development of candidate recruitment, evaluation, screening, interviewing, and site visit materials.
- ▶ Development of search process materials for each step in the search, working closely with the District's staff.
- ▶ Summary reference reports on the final candidates, including verifications.

Ralph Andersen & Associates will request the assistance of the District's Human Resources staff. We propose that a staff member from Human Resources be assigned as the District liaison between the Project Director and the District. We also would request a Human Resources assistant be assigned to the search committee to take all appropriate meeting minutes. We will request the appropriate Human Resources staff to provide staff diversity and equal employment training for the search committee. We will also work with Human Resources to determine the advertisement strategy.

Ralph Andersen & Associates will bill Coast Community College District in three equal installments within the first three months of the search process. Progress payments for professional services will be due upon receipt. Coast Community College District will be responsible for all candidate (final and semi-final) expenses related to interviews.

We recognize that the District reserves the right to negotiate terms and conditions of the proposed agreement prior to awarding the contract.



**Ralph Andersen & Associates' Guarantee**

Ralph Andersen & Associates offers the industry-standard guarantee on our full search services. If within a one-year period after appointment the Vice Chancellor of Administrative Services or the Vice Chancellor of Educational Services resigns or is dismissed for cause, we will conduct another search free of all charges for professional services. Coast Community College District would be expected to pay for the reimbursement of all incurred costs.





## APPENDIX "A" COMPREHENSIVE LISTING OF PAST & PRESENT EDUCATION RELATED CLIENTS

Since 1972, Ralph Andersen & Associates has served a variety of educational clients. The following comprehensive listing includes those clients that have contracted with the firm to provide varying levels of consulting services or executive search services over the last three decades.

As of today, Ralph Andersen & Associates continues to do management consulting and executive search. The firm no longer does personnel consulting (i.e., classification and compensation studies) and is associated with Johnson & Associates for services of this nature.

Client	Description
ABC Unified School District	Technical Assistance
Albemarle; College of the	Personnel Management Consulting Services
Anaheim Union High School District	Technical Assistance
Anaheim Union High School District	Comp Worth Technical Assistance
Analy Union High School	Comparable Worth - Technical Assistance
Baldwin Park Unified School District	Disaster Mitigation Plan
Butte County Office of Education	Classification and Compensation
Caldwell Community College & Technical Institute	Classification and Compensation Study
California School Boards Association	Technical Assistance
	Classification and Pay Study
	Classification / Compensation
California School Employees Association (CSEA)	Executive Classification and Compensation
	Technical Assistance
	Classification and Compensation Study
Cambrian School District	Classification and Pay Study for Classified Position
	Organization Review of Custodial Services
Cape Fear Community College	Classification and Compensation Study
California Association of School Business Officials (CASBO)	Conduct 1-day Classification Training Seminar for CASBO Sponsored Symposium
Catawba Valley Community College	Classification and Compensation Study
Center Unified School District	Limited Compensation Analysis
Central Piedmont Community College	Classification and Compensation, Job Evaluation Involving all Non-Teaching Staff
	Supplemental Agreement - Expanded Employee Review Process & End-of-Study Briefing
	Compensation Plan Update and Technical Assistance to Job Evaluation Committee
	Development of a Faculty Salary Plan
	Classification Analysis of Five Positions in Student Records
Cerritos Community College District	Recruitment – President/Superintendent
Charlotte-Mecklenburg Schools	Classification, Job Evaluation, and Compensation Study
	Appeals
Churchill County School District	Classification and Compensation



Client	Description
Clovis Unified School District	Classification and Compensation of Data Processing
	Organization Analysis of Graphic Arts Department
	Classification and Compensation for Classified Staff
	Technical Assistance and Organizational Analysis of the Transportation Department
Coast Community College District	Classification/Internal Relationships
Collier County Schools	Organization and Management Study
Community College League of California	Recruitment – President/Chief Executive Officer
Contra Costa Community College District	Classification and Salary Study
	Technical Assistance
Crane Elementary School District	Point Factor Training
Denver Public Schools Retirement System	Recruitment - Chief Investment Officer
	Recruitment - Executive Director
	Technical Assistance
El Centro Elementary School District	Classification and Compensation - Classified Employees
Fayetteville Technical Community College	Classification, Point Factor, Compensation and Organization Overview Assessment
	Update to Compensation Plan - Faculty & Non-Faculty
	Update to Compensation Plan - Faculty & Non-Faculty
	Update of Compensation Plan
Fort Bragg Unified School District	Recruitment - District Superintendent
Gallup-McKinley County Public Schools	Management Analysis of District Office
	Classification and Compensation
Glendale Unified School District - Glendale Com. School District	Classification Study
Golden Gate University	Classification and Compensation/Clerical and Administration
	Appeal Supplement
	Technical Assistance - Cost Analysis Supplement
	Technical Assistance for Classification and Compensation Plan Maintenance
	Performance Appraisal
	Compensation Study for Library Classes
	Technical Assistance for Classification & Compensation
	Compensation Analysis & Technical Assistance
Guilford Technical Community College	Classification, Compensation, Job Evaluation, and Performance Appraisal
	Update of the Job Evaluation and Compensation Plan
Healdsburg Union Elementary and High School Districts	Class and Salary Study - Classified Positions
Jackson Public School District	Salary Survey & Pay Study
Kern Community College District	Classification, Compensation, and Point Factor
Los Alamos Public Schools	Classification and Compensation Study
Los Angeles County Office of Education	Technical Assistance
	Management Class and Pay
	Recruitment - Assistant Director of Regionalized Business Services
	Management Classification & Pay Supplemental Assistance
	Regional Data Processing Center Classification and Compensation (6 positions)



Client	Description
Los Angeles Unified School District	Recruitment - Deputy Chief Executive – Facilities
	Recruitment - Director of Facilities Projects
	Recruitment - Chief of Police
	Recruitment - Regional Director - New Construction
	Recruitment - New Construction Manager (Multiple)
	Recruitment - Senior Resident / Resident Construction Engineer (Multiple)
	Recruitment - Director of School Building Planning
	Recruitment - Director of New Construction
	Recruitment - Director of Facilities Contracts
	Recruitment - Assessment Center
	Recruitment - Deputy Chief Executive – Existing Facilities
	Recruitment – Deputy Chief Facilities Executive – New Construction
	Recruitment – Director of Materiel Management
	Recruitment – Director of Operations, New Construction
Recruitment - Director of Operations - New Facilities	
Los Lomas Elementary School District	Limited Classification and Compensation
Martin Community College	Classification and Compensation Study
McLennan Community College	Classification, Job Evaluation, Compensation and Performance Appraisal
Monterey County Schools Insurance Group	Recruitment – Executive Director
Natchitoches Parish School Board	Job Evaluation and Compensation Study
Natomas Unified School District	Classification and Compensation
New Haven Unified School District	Classification and Compensation Study
Old Lodi High School Foundation	Revise the City of Lodi Business License Tax Ordinance
Orange County Department of Education	Management Classification and Compensation
	Classification and Compensation Study
Oxnard School District	Classification and Compensation
	Deputy Superintendent – Human Resources/Information & Support Services/Pupil Services
Palmdale School District	Classification and Compensation
Palomar Community College	Comprehensive Review of Classifications within Classified Bargaining Unit
Peralta Community College District	Recruitment - Director, Information Systems
Pima Community College District	Classification, Compensation and Point Factor
	Technical Assistance - Classification and Compensation Plan Maintenance
	Technical Assistance
Placentia Unified School District	Classification and Compensation
Pleasant Valley School District	Classification and Compensation
Rio Hondo Community College District	Management Compensation Study
Rio Hondo Community College District	Classification and Compensation Study
River Delta Unified School District	Comprehensive Classification Study
Sacramento County Office of Education	Technical Assistance – Compensation
	Limited Compensation Study
	Limited Compensation Study
	Compensation Analysis of Eight Classified Job Classes



Client	Description
Saddleback Community College District	Classification, Compensation and Job Evaluation Study - Classified Bargaining Unit Positions
	Classification and Compensation Study for Management
	Technical Assistance
San Bernardino Superintendent of Schools	Emergency Response and Crisis Management Consulting
San Bernardino Unified School District	Classification and Compensation Classified and Certificated Management and Non-Management Positions
	Organization and Management Study of School Police Department
San Joaquin Delta Community College	Classification and Compensation Study
San Jose Community College District	Classification and Pay Study
San Jose/Evergreen Community College District	Organization Assessment of the District's Personnel Department
San Juan Unified School District	Management Compensation
San Luis Coastal Unified School District	Classification and Compensation
	Data Processing Classification
San Mateo County Office of Education	Technical Assistance
	Technical Assistance - Confidential Pay Practices
	Classification, Compensation and Job Evaluation
	Management Classification and Compensation Study
San Mateo County Schools Insurance Group	Recruitment - Controller (Partial)
Santa Ana Unified School District	Classification and Compensation (1,500 Classified and Confidential Classes)
Santa Clara County Superintendent of Schools	Classification and Compensation - Management, Confidential and Supervisory
Santa Cruz Schools	Organization/Certificated Management Classification and Compensation Study
Santa Monica-Malibu Unified School District	Classification, Point Factor and Compensation
Schools Excess Liability Fund (SELF)	Recruitment - Executive Director
	Employee Workshop
Schools Insurance Authority	Classification and Compensation
	Recruitment - Executive Director
	Personnel Manual
	Classification & Compensation
	Recruitment - Executive Director
	Recruitment - Executive Director
Shasta Union HSD	Limited Classification and Compensation
Sierra Community College District	Recruitment - Superintendent/President
Southwestern Community College	Technical Assistance
Stanislaus Department of Education	Classification and Pay - Management and Classified
	Technical Assistance
Stockton Unified School District/Biddle & Associates	Classification and Compensation Study
Sweetwater Union High School District	Classification and Compensation for Management and Non-Management
Telluride School District R1	Limited Classification and Compensation Study
Tri-County Schools Insurance Group	Recruitment - Executive Director
Tulare County Department of Education	Classification and Compensation - Certificated and Classified Management
	Classification and Compensation Study
Tustin Unified School District	Organization and Management Study of Support Services
Unified School District, Los Mendanos Hospital Dist.	Opportunities to Form Joint Corporate Yard
University of California Extension	Public Finance Course



Client	Description
University of California, Davis	Lecture Course
	Recruitment - Associate Director, Facilities Services - Structural Operations
	Recruitment - Associate Director, Facilities Services - Mechanical Operations
University of California, Los Angeles	Recruitment - Assistant Police Chief
University of California, San Diego	Recruitment - Director of Public Safety / Chief of Police
	Recruitment - Police Chief
	Recruitment - Director of Operations and Maintenance Services
University of California, San Francisco	Recruitment - Chief of Police
University of Southern California	Finance Seminar
University of Texas at Brownsville	Development and Implementation of a Non-Faculty Compensation Program
University of Texas, M.D. Anderson Cancer Center	Recruitment - Chief of Police
Vallejo City Unified School District	Organization and Management Review of the Business Service Division
	Operation Review of Personnel Division
	Clerical Staffing Needs Study
	Review of Requisition Process
Ventura County Office of Education	Job Evaluation and Compensation Study
Visalia Unified School District	Administrative Study
Western Nebraska Community College	Classification, Compensation, Job Evaluation and Organization Overview
Wright Elementary School District	Classification and Pay Study
	Classification and Compensation Update
Yuma Union High School District	Point Factor Job Evaluation Training and Use of Ralph Andersen & Associates' Point Factor System
	Technical Assistance
	One-day Classification Training Seminar



## Professional Services Agreement Executive Search Services

This Agreement is made by and between the Coast Community College District ("the District"), and Ralph Andersen & Associates ("the Consultant").

1. **Search Engagement.** The District agrees to engage the Consultant to perform those services described below, for completion of the project described as follows: Vice Chancellor of Administrative Services and Vice Chancellor of Educational Services Executive Search Services ("the Search").
2. **Services.** The Consultant agrees to perform certain services necessary for completion of the Search, which services shall include, without limitation, the following:
  - a) Task 1 – Review Project Management Approach
  - b) Task 2 – Develop Position Profile (Recruitment Brochure)
  - c) Task 3 – Outreach and Recruiting
  - d) Task 4 – Candidate Evaluation
  - e) Task 5 – Candidate References
  - f) Task 6 – Search Report
  - g) Task 7 – Semi-Finalist Interviews
  - h) Task 8 – Final Interview and Selection by the Board of Trustees
  - i) Task 9 – Negotiation
  - j) Task 10 – Close Out

A complete description of the services to be provided is contained in a proposal from the Consultant to the District, dated March 8, 2010, which is incorporated herein by reference.

3. **Relationship.** The Consultant is an independent contractor and is not to be considered an agent or employee of the District.



4. **Compensation.** As full compensation for the Consultant's professional services performed hereunder, and expenses incurred, the District shall pay the Consultant the fixed amount of \$35,000 (Thirty-five Thousand Dollars) ("search fee").
5. **Compensation for Additional Services.** In the event the District requires services in addition to those described in Paragraph 2, the Consultant shall be compensated at the Consultant's standard hourly rates for professional services, plus reimbursement of expenses. Expenses include travel, advertising, printing and binding, postage and delivery, clerical, graphic design, research, Internet and Lexis/Nexis searches, backgrounds and verifications, and fax and long-distance telephone charges.
6. **Method of Payment.** Payment of the Consultant's professional services fee and expenses shall be made in three equal installments within the first three months of the search process by the District upon receipt of billings from the Consultant.
7. **Term.** The term of this agreement shall commence upon notification to proceed, at which time the Consultant shall begin work on the Search and shall continue, subject to the termination provisions of Paragraph 10, until the date that the Consultant completes the Search.
8. **Guarantee.** If, during the first year of employment, the new Vice Chancellor of Administrative Services or Vice Chancellor of Educational Services resigns or is dismissed for cause by the District, the Consultant agrees to perform another search for a Vice Chancellor of Administrative Services or Vice Chancellor of Educational Services for no professional services fee. The Consultant shall be entitled to reimbursement of expenses described above and incurred during such search.
9. **Termination.** This agreement may be terminated: (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party upon 10 days prior written notice to the other party; or (c) upon mutual written agreement of both parties. In the event of termination, the Consultant shall stop work immediately and shall be entitled to compensation for professional service fees and for expense reimbursement to the date of termination.
10. **Insurance.** The Consultant shall maintain in force during the term of the agreement, Comprehensive General Liability Insurance with the Extended Liability Endorsement, including Personal Injury; Commercial Umbrella Liability; Automobile Liability Insurance, including Non-Owned and Hired Liability; and Workers' Compensation and Employers' Liability Insurance. Such insurance shall be in amounts reasonably satisfactory to the District.
11. **Hold Harmless.** The Consultant shall be responsible for its acts of negligence, and the District shall be responsible for its acts of negligence. The Consultant agrees to indemnify and hold the District harmless from any and all claims, demands, actions and causes of action to the extent caused by the negligent acts of the Consultant, its officers, agents and employees, by reason of the performance of this agreement. This indemnity shall not be construed to require indemnification of others.



**12. Miscellaneous.**

- a) The entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement.
- b) Neither this agreement nor any rights or obligations hereunder shall be assigned or delegated by the Consultant without the prior written consent of the District.
- c) This agreement shall be modified only by a written agreement duly executed by the District and the Consultant.
- d) Should any of the provisions hereunder be found to be invalid, void or voidable by a court, the remaining provisions shall remain in full force and effect.
- e) This agreement shall be governed by and construed in accordance with the laws of the State of California.
- f) All notices required or permitted under this agreement shall be deemed to have been given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at such party's address listed below, or when delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

**APPROVED:**

**RALPH ANDERSEN & ASSOCIATES**

**COAST COMMUNITY COLLEGE DISTRICT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

5800 Stanford Ranch Road, Suite 410  
Rocklin, California 95765  
(916) 630-4900  
FAX: (916) 630-4911  
Website: [www.ralphandersen.com](http://www.ralphandersen.com)

1370 Adams Avenue  
Costa Mesa, California 92626  
(714) 438-4601  
FAX: (714) 438-4882  
Website: [www.cccd.edu](http://www.cccd.edu)



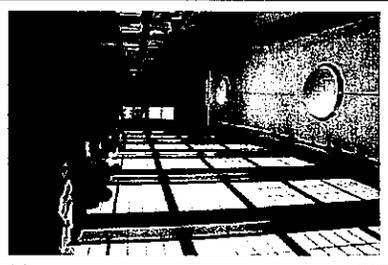
# The Cerritos College Board of Trustees

Invites Applications and Nominations for

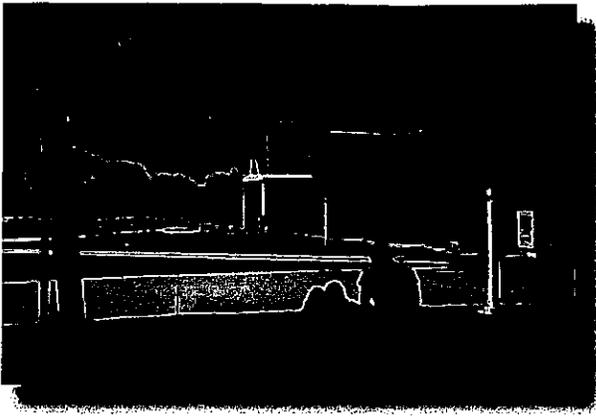
**PRESIDENT / SUPERINTENDENT**

**CERRITOS COMMUNITY COLLEGE DISTRICT**

*Building Futures Through Learning*







## The Opportunity

Applications and nominations are invited for outstanding candidates to fill the position of President/Superintendent of Cerritos College. The President/Superintendent is the chief executive officer of the College and reports to a seven-member Board of Trustees elected by the community, and an eighth member who is a student-elected trustee.

The presidency of Cerritos College offers an attractive opportunity to guide a dynamic college that is well positioned to continue as one of the premier community colleges in California. The successful candidate will embrace this opportunity and provide the leadership that guides the College in its quest for excellence.

## Cerritos Community College District

Cerritos College, a single-campus district, is one of 110 California Community Colleges. Opened in 1956 with an enrollment of 320, the College now enrolls nearly 24,000 credit students and an additional 20,000 non-credit/not-for-credit students on its 140-acre campus in Norwalk and Cerritos. The District is located in southeast Los Angeles County bordering both the City of Long Beach and Orange County. The College serves students from throughout southeastern Los Angeles County including the cities of Artesia, Bellflower, Cerritos, Downey, Hawaiian Gardens, Lakewood, La Mirada, Norwalk, Santa Fe Springs and South Gate. The College has memberships in ten area chambers of commerce.

The College has a student body that is 54.6% Hispanic, 12.4% Caucasian, 10.2% Asian/Pacific Islander, 3.6% Filipino, 7.3% Black, 0.5% Native American, and the rest undeclared. Students come from more than 30 California cities, with 60% of the students coming from cities outside the college district, bypassing other community colleges to attend Cerritos. Cerritos College ranked third in California and sixth in the nation among Hispanic-serving community colleges for the number of associate degrees granted to Hispanic students in 2006.

Cerritos College has approximately 1,260 employees including 288 full-time faculty, approximately 600 part-time faculty, 320 classified

staff, and a management team of 52. The College is a model of effective shared governance and collegiality. An annual operating budget of approximately \$100 million supports an extensive curriculum including high-quality university transfer programs and state-of-the-art programs as well as a full range of student support services. Student centeredness and a commitment to teaching, learning, innovation and student success are at the core of the College's mission.

In 2004, District voters passed a \$210 million bond act for building facilities on campus. Numerous projects are currently underway.

## The Major Challenges Facing Cerritos College

- Fiscally restrained environment
- Recent accreditation recommendations
- Success of under-prepared students while maintaining academic standards with a changing student population
- Collective bargaining issues such as classification and competition study, comprehensive contract with the faculty union
- Campus climate, with emphasis on collegiality through shared governance
- Renovation, maintenance, and replacement of campus facilities in conjunction with the Cerritos College Bond
- Continuity of leadership

## Personal & Professional Characteristics

A leader who is:

- An ethical, honest, and trustworthy individual;
- An administrator with exceptional interpersonal and communication skills;
- An advocate for shared governance who promotes collegiality, cohesiveness, and the core values of the institution;



## Community Leadership

- Develop effective partnerships and actively participate with area business, industry, governmental, academic, and community-based organizations that promote the success of the College in workforce and economic development
- Advocate persuasively for the College in the political context of higher education, legislative, government, media, and community-based organizations at the local, state, and federal levels
- Build upon and expand relationships that promote the College as a resource for individual and community development
- Embrace and respect the socioeconomic, academic, cultural and ethnic diversity of the Cerritos College community
- Demonstrable record of generating external funding through fostering partnerships, grant seeking, and working with a foundation

## Leadership Qualities

A leader who:

- Is student-centered and guided by student and community needs in his or her decisions;
- Shows proven leadership in supporting, promoting, and fostering diversity;
- Takes a personal interest in students, academic success, involvement in governance, and extracurricular activities;
- Is committed to the continuing development of faculty and promoting academic quality;
- Provides visionary leadership that guides the College in determining future priorities and strategic directions and focuses on the educational needs of the community;
- Creates a collegial environment that supports effective strategic planning efforts and delegates the development of policies, procedures, and systems for the orderly operation of the College;
- Understands the role of the Board of Trustees and is committed to establishing a constructive CEO/Trustee relationship;
- Works to resolve controversial issues and problems in a timely manner utilizing input from all appropriate constituent groups;
- Is future-oriented with an entrepreneurial spirit and supports innovation and reasonable risk-taking by faculty, staff, and administration on behalf of students;
- Is technologically sophisticated and understands the potential of technology within academic and administrative environments; and
- Is able to protect, expend, and leverage the College's fiscal resources by maintaining a prudent financial management system and advocate for state and federal funding.

## Qualifications

The Board of Trustees of Cerritos College will consider educational background, professional experience, accomplishments, reputation, and character in its search for the President/Superintendent of Cerritos College.

*Minimum qualifications include:*

- A master's degree from an accredited institution;
- Senior administrative leadership experience in progressively responsible positions; and
- Successful candidates must demonstrate a strong record of achievement that includes administrative experience in educational institutions, business, industry, government, and/or non-profit organizations.

*Preferred qualifications include:*

- Earned doctorate degree;
- Senior administrative leadership experience in higher education; and/or
- Successful teaching experience.





## Compensation & Benefits

Salary for this position is negotiable and based on the experience, credentials, and career history of the selected candidate. Benefits provided by the District include life insurance for the employee and a comprehensive health plan, dental coverage, vision, and an employee assistance program for the employee and dependents. In addition, the District offers a voluntary IRC 125 plan and an IRC 457 deferred compensation plan.

## Application Instructions

Individuals interested in this position will state in a brief (five pages or less) letter of application specifically how they would address Cerritos College's challenges and how they meet the personal and professional characteristics, leadership qualities, and community leadership values outlined in this brochure. Applicants will also submit a current resume and the names, business and home telephone numbers of nine references: two supervisors, two subordinates (including one classified or support staff), two faculty members, one student, and two business or community leaders. (Applicants from sectors other than higher education will submit comparable references.) **References will not be contacted without the applicant's permission.** Candidates will be required to sign a release form to authorize reference checks. Employment history, degrees obtained and other certifications/accomplishments will also be verified.

Nominations and applications will continue to be accepted until the position is filled. However, since the applications will be reviewed beginning on **March 31, 2009**, submissions are encouraged prior to that time.

Interested candidates will submit their application material to Ralph Andersen & Associates via email to [apply@ralphandersen.com](mailto:apply@ralphandersen.com) or FAX to (916) 630-4911. **Electronic submittals are strongly encouraged.** Submittals not containing all of the required documentation will be deemed incomplete. Due to the high level of importance placed on candidates' presentation of qualifications and submittal, Ralph Andersen & Associates is under no obligation to assess, comment or inform individuals as to the completeness of submittals.

The College Presidential Search Committee will determine the most highly qualified candidates to be invited for initial interviews. The Search Committee will conduct the initial interviews, and the finalists will be interviewed by the Board of Trustees. The expected starting date will be negotiated between the Board of Trustees and the selected candidate with a possible start date of August 1, 2009.

Should you have any questions regarding this position or the recruitment process, please call Ralph Andersen & Associates representatives Stan Arterberry at (707) 567-4402 or Heather Renschler at (916) 630-4900. Confidential inquiries are welcomed.

For more information about Cerritos College, visit their website, [www.cerritos.edu](http://www.cerritos.edu). An electronic version of this brochure can be found under the Career Opportunities tab on Ralph Andersen & Associates' website, [www.ralphandersen.com](http://www.ralphandersen.com); or under the Management section of the Employment Opportunities page on the Cerritos College Human Resources website, [www.cerritos.edu/hr](http://www.cerritos.edu/hr).

Cerritos College is committed to equal opportunity/equal access in all its employment, programs, and services. It is dedicated to a policy of nondiscrimination and, as such, is an equal opportunity employer.

[www.cerritos.edu](http://www.cerritos.edu)

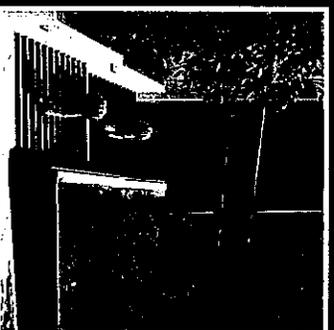




*At Sierra College we facilitate learning,  
inspire change and build community.*

**The Trustees of the Sierra Community College District  
invite Applications and Nominations for**

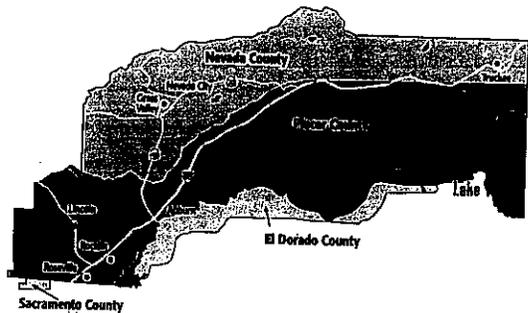
**PRESIDENT OF SIERRA COLLEGE  
SUPERINTENDENT OF THE SIERRA  
COMMUNITY COLLEGE DISTRICT**





# Sierra College & The Sierra Community College District

Sierra Community College District



The main campus of Sierra College, in Rocklin, California, is located in the foothills of the beautiful Sierra Nevada Mountains, one half-hour from the State Capitol and 100 miles east of San Francisco. In addition to the 300 acre Rocklin campus, the District has a 115 acre Nevada County Campus in Grass Valley, a campus center in Truckee and a campus center in Roseville. The Sierra Community College District, a district that covers over 3,200 square miles – an area larger than the state of Delaware – serves Placer, Nevada and parts of El Dorado and Sacramento counties.

The College was officially founded in 1936 and is fully accredited by the Western Association of Schools and Colleges. It is governed by a Board of seven trustees who are elected District wide and a student

trustee. The constituent groups within the District – Trustees, Faculty, Students, Management and Classified Staff – are committed to the principle of shared governance for assuring broad and deep participation in all decisions critical to the College and District. Sierra College has enjoyed and benefited from extraordinarily stable senior leadership; only four individuals have held the post of President in the last 50 years.

The emphasis at Sierra College is on student learning and high quality teaching. Approximately 125 degree and certificate programs are offered in a wide variety of configurations taught by 950 full- and part-time faculty members. Faculty typically has the minimum of a Master's degree in their fields and enhance their teaching with research, authorship and industry expertise.

Sierra College prepares many graduates to transfer to top quality public and private institutions to complete their final two years of undergraduate work including guaranteed transfer for students meeting academic requirements. Graduates with two-year degrees pursue careers in businesses and industries throughout the region. Sierra College graduates receive high praise from these institutions and employers.

Sierra College has an excellent reputation for general education transfer preparation and in career/technical programs and training. Sierra College is known nationally for excellence in Athletics and has the only nationally accredited community college Student Health Center.

As a contributing member of a dynamic and growing community, Sierra College is the principal source for lifelong learning in the region including its Community Education program and Osher Lifelong Learning Institute. The College's economic development programs improve and support a highly skilled workforce contributing to the economic growth of the region.

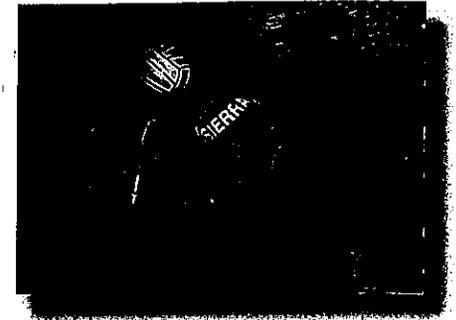
Quality instruction contributes to Sierra College being ranked first in Northern California in transfers to the University of California and California State University systems.

The Rocklin, Roseville, and Auburn areas offer excellent living, reasonable housing and very good schools. The climate is warm in the summer and pleasant in the winter. There are many golf courses, river systems and lakes within a 30-mile radius of the Rocklin campus. In just one hour by car, one can be in the beautiful Lake Tahoe region that offers miles of trails and lakes for skiing, hiking, horseback riding and boating.

Sierra College is dedicated to meeting the demands of a larger and more diverse population moving to the District. It is evolving to meet the changing career options and opportunities developing in our service oriented, information and knowledge based world. Sierra College Trustees, faculty, management, and staff are committed to providing students with opportunities to succeed. If you are prepared and ready to accept the leadership challenge of Sierra College and the Sierra Community College District, we encourage you to apply.







## Responsibilities of the Position

The Trustees seek an experienced leader to serve as chief executive officer of the growing District. The Superintendent / President (President) will lead an institution with a current fiscal year operating budget of \$77 million. Sierra College is deeply committed to shared governance and the Trustees will look to the President to further integrate the ideals of the collaborative decision making process into the fabric of the College.

Sierra College is growing in both enrollment and facilities. The new President will oversee implementation of \$100 million or more in capital construction and renovation at all campus locations in the District. In addition, the President will lead efforts to acquire funds from the public and, through the Sierra College Foundation, the private sectors for additional capital requirements for construction, program support and endowments.

Recognizing that student learning is the critical measurement for the College's success, the new President will provide leadership to increase diversity among faculty, staff and students and encourage innovation. Additionally, the President will maintain mutually supportive working relationships between the District and the communities it serves.

The President will represent the District in a variety of public and private forums at the local, regional, state and national levels.

In addition, the President will:

- ❖ Provide vision and planning to guide all aspects of the District's future direction;
- ❖ Lead the development of high performance teams to implement approved District plans;
- ❖ Oversee the day-to-day operations of the District and its campuses and centers;

### *Sierra College Facts*

- ❖ \$77 Million Budget
- ❖ Consistent 8% Reserve
- ❖ 19,000 Credit Student Headcount (semester-based)
- ❖ 13,800 annualized Full-Time Equivalent Students (FTES)
- ❖ 20,000 Noncredit and Fee-based, Not-for-Credit Headcount
- ❖ 206 Full-time faculty
- ❖ 700 Part-time faculty
- ❖ 274 Permanent classified and management staff





# Candidate Profile

The Sierra Community College District seeks an experienced, accomplished leader to guide the District in its academic, facilities and community service growth over the coming decade. The Candidate's record will demonstrate a commitment to excellence and a history of achievement that includes:

## *Leadership*

- ❖ Advocacy and understanding of education – for educational excellence in the teaching-learning process and for the value of a rich campus life;
- ❖ Demonstrates an understanding of collaborative consensus-building through action and by example;
- ❖ Vision and innovation that can renew, articulate and persuasively champion the College's mission, practices and accomplishments in diverse arenas;
- ❖ Advocacy for diversity in all areas of an organization;
- ❖ Entrepreneurship in seeking alternative funding sources;
- ❖ Understanding of and commitment to the California community college mission to equally support academic, transfer, career and technical education, basic skill development, lifelong learning, student services, and workforce development; and
- ❖ Supports a vision for flexible and innovative educational delivery systems.

Sierra College is in the top 1% of United States community colleges in awarding Associate Degrees and 1st in California.

## *Administrative Experience*

- ❖ Success in leading and motivating diverse stakeholders through appropriate delegation and collaborative decision making;
- ❖ Successful experience working with diverse external parties including schools, colleges and universities; local and state public decision-making bodies; local business and community organizations;
- ❖ Experience in an unionized environment that includes interest-based collective bargaining;
- ❖ A proven commitment to an on-going comprehensive staff and organizational development program;
- ❖ Consistent, long-term and responsible fiscal management; and
- ❖ Awareness of the legal and fiscal guidelines under which California community colleges operate.

## *Personal Characteristics*

- ❖ Development of positive, effective and open working relationships with Trustees, management, faculty, classified staff, students and community or equivalent;
- ❖ Leadership with a history of credibility, integrity, and ethics;
- ❖ Creative, independent and critical thinking – coupled with an openness to innovative ideas;
- ❖ A strong sense of self as a leader in the community;
- ❖ Commitment to diversity, equal opportunity and intercultural cooperation;
- ❖ A well-developed sense of humor; and
- ❖ Demonstrated passion for learning and its contribution to individual success.

# The Qualifications

**Education** – A Master's degree is required; an earned Doctorate or other terminal degree is highly regarded. All degrees must be from a fully accredited educational institution recognized by the Western Association of Schools and Colleges (or other qualifying national equivalent).

**Experience** – At least five years of successful, progressively responsible, full-time experience in administrative positions at a level with significant decision-making responsibilities. Considered a plus is either experience as an educator working with students in the classroom or through student services, or a non-traditional equivalent as determined and justified by the applicant.

# Compensation

In an effort to recruit the most qualified candidate, the Trustees are prepared to offer a highly competitive compensation package to the selected candidate.

The salary for the President will depend upon qualifications and salary history. In addition the Sierra Community College District offers an excellent benefit package including the CalPERS and CalSTRS Retirement programs. Details of the Sierra Community College District's comprehensive benefit plan are located at [www.ralphandersen.com](http://www.ralphandersen.com) (see Career Opportunities – President Sierra College.)



# To Be Considered

This is a confidential process and will be handled accordingly throughout its various stages. Candidates are asked to respect the confidential nature of the search. Applications will be accepted through January 20, 2006. Candidates are strongly encouraged to submit early in the process.

Applications must include:

1. A cover letter, preferably five pages or less, that provides examples of background and experience demonstrating how your knowledge and expertise apply to the position, as described in this brochure;
2. A current résumé of professional experience and accomplishments, educational background and other pertinent information;
3. Salary history; and
4. A list of at least eight references with appropriate contact numbers. References should include at least two supervisors, two peers, and two subordinates. If the applicant is from the academic community, include at least two faculty, two support staff and two community members.

Interested candidates may apply as follows:

**On-Line Resume Submittal**<sup>TM</sup>

*www.ralphandersen.com*

**Via E-Mail**

*apply@ralphandersen.com*

**Via U.S. Mail**

Ralph Andersen & Associates  
5800 Stanford Ranch Road, Suite 410  
Rocklin, CA 95765

**Equal Opportunity Employment Policy**

The Sierra Community College District is committed to the philosophy of equal opportunity / equal access in all its employment, educational programs and services. We are firmly committed to a policy of nondiscrimination on the basis of race, color, national origin, ancestry, religion, creed, sex, pregnancy, age, disability, marital status, medical condition, sexual orientation, or veteran status in our employment or educational programs and activities.

An electronic version of all submittals is strongly encouraged. Submittals not containing all of the required documentation will be deemed incomplete. Due to the high level of importance placed on candidates' presentation of qualifications and submittal, Ralph Andersen & Associates is under no obligation to assess, comment or inform individuals as to the completeness of submittals. Ralph Andersen & Associates will conduct the initial evaluation of submitted materials to determine the best overall match with the established criteria as outlined in this recruitment profile. Review of qualified individuals by the Sierra College Search Committee will begin in early February 2006 with only the most highly qualified candidates invited to continue on in the selection process.

The Search Committee will interview the top candidates and the finalists will be interviewed by the Trustees in March 2006. It is expected the President will join the District on July 1, 2006. References will not be contacted until mutual interest has been established. Candidates will be required to sign a release form to authorize preliminary reference calls and verifications to be conducted. Employment history, degrees obtained and other certifications/accomplishments will also be verified.

Should you have any questions regarding this position or the recruitment process, please call Ms. Heather Renschler or Mr. Tom Bacchetti at (916) 630-4900. Confidential inquiries are welcomed.

**SIERRA COLLEGE**



**COAST COMMUNITY COLLEGE DISTRICT**

**NON-STANDARD ARCHITECTURAL SERVICES AGREEMENT  
PROJECT: OCC MUSIC MODERNIZATION, PHASE II**

**ARTICLE I: PRELIMINARY ISSUES**

1. This Non-Standard Architectural Services Agreement (hereinafter referred to as "AGREEMENT") is made and entered into between the COAST COMMUNITY COLLEGE DISTRICT, a public educational agency, (hereinafter referred to as "DISTRICT") and MVE INSTITUTIONAL, INC., a California Corporation, (hereinafter referred to as "ARCHITECT"). DISTRICT and ARCHITECT are referred to herein individually as "PARTY" and collectively as the "PARTIES."

2. Through this AGREEMENT, ARCHITECT is to provide architectural services to DISTRICT at DISTRICT'S request. This AGREEMENT sets forth the general terms and conditions of the contractual relationship between the PARTIES. DISTRICT intends to retain the services of ARCHITECT for subsequent projects, with each such project (hereinafter referred to as "PROJECT") to be governed by this AGREEMENT and by an individual Addendum to this AGREEMENT which will identify the PROJECT name, location, scope of work, ARCHITECT'S project number, and basis of compensation.

3. The provisions of this AGREEMENT commence on March 18, 2010.

4. This AGREEMENT expires on June 30, 2011, but may be renewed upon the mutual written consent of the PARTIES.

**ARTICLE II: ARCHITECT'S SERVICES AND RESPONSIBILITIES**

5. ARCHITECT'S services shall consist of those services performed by ARCHITECT, ARCHITECT'S employees (consisting, in part, of architects duly licensed pursuant to the California Architects Practice Act, Sections 5500 *et seq.* of the *Business and Professions Code*), and ARCHITECT'S consultants as set forth in this AGREEMENT and in mutually signed Addenda hereto, including, but not limited to:

a. Closing out DISTRICT matters pending with the Division of the State Architect (hereinafter referred to as "DSA").

b. Portable classrooms.

c. Facility master planning and implementation.

d. DISTRICT construction and maintenance projects.

6. ARCHITECT shall:

a. Upon notification by DISTRICT of a PROJECT assignment, meet with DISTRICT and its representatives to prepare a task analysis and work plan for

documentation in a computer-generated PROJECT schedule. This task analysis and work plan will identify specific tasks including, but not limited to interviews; data collection; analysis; report preparation; planning; and architectural programming, concepts and schematic design preparation and estimating that are part of the work of the PROJECT. Also identified will be milestone activities and dates, specific task responsibilities, required completion times necessary for the review and approval by DISTRICT and by regulatory agencies, and additional definition of deliverables.

b. Review the developed work plan with DISTRICT to familiarize it with the proposed tasks and schedule, and to develop necessary modifications.

7. Deadlines and time frames for each PROJECT shall be established by DISTRICT after consultation with ARCHITECT. Meetings involving ARCHITECT shall be scheduled and required by DISTRICT. After deadlines and time frames are established by DISTRICT, they may be changed by mutual consent of DISTRICT and ARCHITECT.

8. ARCHITECT'S services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work on each project. The ARCHITECT represents that it will follow the standards of its profession typical of architects designing projects of similar size, scope and complexity, in performing all services under this AGREEMENT. Upon request of DISTRICT, ARCHITECT shall submit for DISTRICT'S approval a schedule for the performance of ARCHITECT'S services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the PARTIES and shall include allowances for time required for DISTRICT'S review and for approval by regulatory authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by ARCHITECT.

9. ARCHITECT represents that it is an equal opportunity employer and it shall not discriminate unlawfully against any employee or applicant for employment because of race, religion, national origin, gender, sexual preference, age, or disability.

10. For construction projects, the schematic design, design development, construction document services, and construction specifications covered by this AGREEMENT shall be completed and submitted to DSA for review and approval on or before a date to be determined by DISTRICT in writing.

11. ARCHITECT shall assist DISTRICT in obtaining required approvals from local agencies and governmental agencies responsible for electrical, gas, water, sanitary, storm sewer, or telephone, and, if applicable, from the DSA and the California Community Colleges Chancellor's Office (hereinafter referred to as "CCCCO").

12. For any PROJECT requiring it, ARCHITECT, based on available documents from DISTRICT and/or public agencies, shall be responsible for determining the capacity of existing utilities, or for design or documentation required to make points of connection to existing utility services required for the PROJECT. ARCHITECT shall be permitted to rely upon the documents provided by DISTRICT or public agencies, however, if, in ARCHITECT'S professional opinion,

there are questions or concerns regarding the reliability or accuracy of the available documents, ARCHITECT shall promptly notify DISTRICT in writing.

13. ARCHITECT shall provide a PROJECT description which includes DISTRICT'S needs, program, and the requirements of the PROJECT, based on information obtained from DISTRICT and ARCHITECT'S own analysis, prior to preparing preliminary designs or plans for the PROJECT.

14. ARCHITECT shall provide a written preliminary evaluation of the PROJECT'S schedule and budget requirements. Such evaluation shall include alternative approaches to completion of the PROJECT, as well as evaluation and application of educational specification requirements under Sections 81003 *et seq.* of the *Education Code* and applicable sections of the *California Code of Regulations*.

15. ARCHITECT shall attend regular PROJECT coordination meetings between ARCHITECT, its consultants, DISTRICT, and consultants of DISTRICT during PROJECT development.

16. For each PROJECT, ARCHITECT shall participate in a general PROJECT kick-off meeting with appropriate consultants and DISTRICT staff. The purposes of the PROJECT kick-off meeting are:

a. To introduce key team members from DISTRICT and ARCHITECT to each other, defining roles and responsibilities relative to the PROJECT.

b. To identify and review pertinent information and/or documentation from DISTRICT that is necessary for the completion of the PROJECT.

c. To review and explain the overall project goals, general approach, tasks, work plan and procedures, and deliverable products of the PROJECT.

d. To review and explain the task analysis and PROJECT work plan, and to determine any adjustments or fine-tuning that needs to be made to the work plan.

e. To review documentation of the PROJECT kick-off meeting prepared by DISTRICT and to comment prior to distribution.

17. ARCHITECT shall make revisions in drawings, specifications, the PROJECT Manual, and other documents when such revisions are requested by DISTRICT at any time, or ARCHITECT agrees that such revisions are due to ARCHITECT'S negligence or failure to comply fully with approvals or instructions given by DISTRICT.

18. ARCHITECT, at no additional cost to DISTRICT, shall provide services required due to programmatic changes in the PROJECT including, but not limited to, size, quality, complexity, and method of bidding or negotiating any contract for construction prior to the commencement of the Construction Document Phase. All such services required after commencement of the Construction Document Phase shall be compensated as additional services if DISTRICT and ARCHITECT have not entered into a separate written agreement for such services.

19. ARCHITECT shall provide services in coordination with the work of any Construction Manager, inspector, or consultant retained by DISTRICT.

20. The Construction Manager, if any, is authorized to give ARCHITECT work authorizations, and issue written approvals and Notices to Proceed, on behalf of DISTRICT. If any work is done by ARCHITECT without written authorization by the Construction Manager or DISTRICT'S authorized representative, DISTRICT will not be obligated to pay for such work. DISTRICT reserves the right to designate a different Construction Manager at any time.

21. Any task, including, but not limited to, reviews or approvals that DISTRICT may perform pursuant to this AGREEMENT may be performed by the Construction Manager, unless otherwise provided by DISTRICT or by law.

22. ARCHITECT shall provide detailed estimates of PROJECT costs, at no additional cost to DISTRICT, as further described herein.

23. ARCHITECT shall provide interior design and other services required for, or in connection with, graphics and signage, and as necessary to provide interior design and other similar services required for or in connection with color coordination including furnishing. ARCHITECT is required to coordinate the placement of furniture and equipment layout. DISTRICT shall procure furnishings and moveable equipment.

24. ARCHITECT shall cooperate and consult with DISTRICT in use and selection of manufactured items on the PROJECT, including, but not limited to, paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to DISTRICT'S criteria to the extent such criteria do not interfere with PROJECT design and are in compliance with the requirements of Section 3400 of the *Public Contract Code*.

25. In performing its services for DISTRICT, ARCHITECT shall consider cost-effective solutions for this PROJECT.

26. ARCHITECT shall prepare for and make formal presentations to the Board of Trustees of DISTRICT, and shall attend public hearings and other public meetings, at DISTRICT'S direction. In addition, ARCHITECT, at DISTRICT'S request and without the necessity of a Subpoena, shall attend and assist in legal proceedings that arise from errors or omissions of ARCHITECT.

27. The duties, responsibilities, and limitations of authority of ARCHITECT shall not be restricted, modified, or extended without written agreement between DISTRICT and ARCHITECT.

28. ARCHITECT shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances consistent with the standard of care for architects designing projects of similar size, scope, and complexity.

**29. Planning and Schematic Design Phase**

a. At onset of PROJECT, at DISTRICT'S discretion, the PARTIES shall meet to discuss general plans and strategy.

b. ARCHITECT shall review the documents and materials furnished by DISTRICT to ascertain the requirements of the PROJECT and shall review the understanding of such requirements with DISTRICT.

c. ARCHITECT shall prepare and provide, for approval by DISTRICT, conceptual preliminary plans and Schematic Design documents consisting of drawings and other documents illustrating the scale and relationship of PROJECT components.

d. ARCHITECT shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the PROJECT for approval by DISTRICT. Such schematic design studies shall include the following, as applicable:

(1) Scaled floor plans showing overall dimensions, identifying the various major areas and equipment and their relationship, and including circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment and operational layout.

(2) As applicable, identify proposed roof system, deck, insulation system, and drainage technique.

(3) Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.

(4) Identify code requirements; include occupancy classification(s) and type of construction.

e. DISTRICT shall present to ARCHITECT a proposed budget for the PROJECT ("BUDGET").

f. The parties currently foresee that this project will be performed as a general contractor type project. However, if directed by DISTRICT at the time of approval of the schematic design, ARCHITECT shall prepare the Construction Documents so that portions of the work of the PROJECT may be performed under separate construction contracts, or so that the construction of certain buildings, facilities, or other portions of the PROJECT may be deferred. Alternate construction schemes made by DISTRICT subsequent to the Schematic Design Phase, which is the result of no fault of ARCHITECT and is not the result of the PROJECT exceeding the BUDGET due to the fault of ARCHITECT, will be provided as an additional service in accordance with Article III.

g. ARCHITECT shall examine existing conditions or facilities and verify drawings of such conditions or facilities.

h. ARCHITECT shall perform schematic design services, as set forth in this Section 29, to keep the PROJECT within all BUDGET and scope constraints set by DISTRICT, unless otherwise modified by written authorization by DISTRICT.

i. ARCHITECT shall submit to DISTRICT a written estimate of the total construction cost of a PROJECT ("CONSTRUCTION COST"), and shall advise DISTRICT, in writing, of any adjustments to the estimate of CONSTRUCTION COST.

j. Upon DISTRICT'S approval of ARCHITECT'S work in the Planning and Schematic Design Phase, the Construction Design Development Phase shall commence.

### **30. Construction Design Development Phase (Preliminary Plans)**

a. Upon approval by DISTRICT of the services set forth in Section 29, ARCHITECT shall prepare Design Development Documents for approval by DISTRICT. Such documents shall consist of site and floor plans, elevations, cross sections, and other documents necessary to depict the design of PROJECT, and shall outline specifications to fix and illustrate the size, character, and quality of the entire PROJECT as to the program requirements; landscapes; architecture; civil, structural, mechanical, and electrical systems; materials; and such other essentials as may be appropriate as determined by ARCHITECT or DISTRICT. Further, and as necessary, retain an engineer to develop a grading and drainage plan and site plan from architectural information showing a final development of the site. This drawing also will include a horizontal and vertical control plan and a utility infrastructure plan. The services described herein shall be provided by a professional civil engineer, under Section 6701 of the *Business and Professions Code*, who subcontracts with ARCHITECT.

b. ARCHITECT shall perform Design Development Services to keep the PROJECT within the BUDGET and scope constraints set by DISTRICT, unless otherwise modified by written authorization by DISTRICT.

c. Upon DISTRICT'S approval of ARCHITECT'S work in the Construction Design Development Phase, the Construction Document Phase shall commence.

### **31. Construction Document Phase (Final Plans)**

a. ARCHITECT shall prepare, from the Schematic Design documents approved by DISTRICT and any further adjustments authorized by DISTRICT, Construction Documents (in the most current AutoCAD format) and specifications setting forth, in detail, the requirements for the construction of the entire PROJECT in conformity with the standard of care of architects designing projects of similar size, scope, and complexity, including, if applicable, all governmental and code requirements and requirements of California DSA, and CCCCO. The Construction Documents shall show the design of the project, and the materials, workmanship, finishes, and equipment required for the PROJECT.

b. ARCHITECT shall prepare and file all required documents and shall obtain the required approvals of all governmental agencies having jurisdiction over the PROJECT,

including the DSA, CCCCCO, City or County Design Review, Health Department, Department of Public Works, and any other agency having jurisdiction over the PROJECT. DISTRICT shall pay all fees required by such agencies. ARCHITECT shall, whenever feasible, establish beforehand the exact costs due to governmental agencies and submit this cost information to DISTRICT so payments may be prepared. ARCHITECT shall not charge a mark-up on costs associated with governmental agency fees when ARCHITECT advances such fees for DISTRICT. At DISTRICT'S option, it may proceed to allow ARCHITECT to pay governmental fees as a reimbursable expense.

c. ARCHITECT shall promptly notify DISTRICT of adjustments in previous estimates of the PROJECT Construction Costs arising from market fluctuations or approved changes in scope or requirements.

d. At any time through the commencement of the Bidding & Award Phase, if the estimated PROJECT Construction Cost exceeds DISTRICT'S BUDGET, ARCHITECT shall make all necessary revisions to ARCHITECT'S drawings, plans, and specifications, as requested by DISTRICT, at no cost to DISTRICT, to comply with the BUDGET, unless otherwise modified by written authorization of DISTRICT.

e. ARCHITECT shall submit a list of qualified engineers for the PROJECT for DISTRICT'S approval. ARCHITECT shall require that each engineer places his or her name, seal, and signature on all drawings and specifications prepared by the engineer.

f. Upon DISTRICT'S approval of the Construction Documents, the Bidding & Award Phase shall commence.

### **32. Bidding & Award Phase**

a. ARCHITECT, following DISTRICT'S approval of the Construction Documents and of the latest estimate of Construction Cost, shall assist DISTRICT in obtaining bids and awarding the contract to a General Contractor for the construction of the PROJECT.

b. ARCHITECT shall prepare all necessary bidding information and bidding forms required by DISTRICT, and shall provide plans and specifications to the general contractor. The general contractor's contract shall include a requirement that the General Contractor provide operation manuals and adequate training for DISTRICT in the operation of mechanical, electrical, heating, air conditioning, and other systems installed by the General Contractor, all of which shall be part of the bid documents prepared by ARCHITECT.

c. ARCHITECT shall deposit a reproducible set of Construction Documents and specifications at a reprographics company specified by DISTRICT for the bid and for printing of additional sets of plans and specifications during the PROJECT. In addition, upon payment to the ARCHITECT for services provided hereunder, ARCHITECT shall provide DISTRICT with a CD-ROM, 600 MB, formatted according to AutoCAD, 2000 or later version. At conclusion of PROJECT, provided ARCHITECT has been paid a minimum of 97% of the contract value, ARCHITECT shall provide to DISTRICT an

updated as-built set of reproducible drawings and an updated CD-ROM. In the event of any modification of ARCHITECT'S drawings, specifications, or other documents by any person, firm, or legal entity, the names and seals of ARCHITECT and ARCHITECT'S consultants, if any, shall be removed from ARCHITECT'S drawings, specifications, and other documents, and, if ARCHITECT suffers damages that are caused by DISTRICT'S or DISTRICT'S agent's negligence, DISTRICT agrees to indemnify, defend, and hold ARCHITECT harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses, including, but not limited to, reasonable attorney's fees, accruing to or resulting from any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons, including, but not limited to, death, arising out of such use, reuse, or modification of ARCHITECT'S drawings, specifications, or other documents.

d. If the lowest responsible bid exceeds the BUDGET for the PROJECT by more than 10%, ARCHITECT, in consultation with and at the direction of DISTRICT, shall provide documentation of such modifications in ARCHITECT'S drawings, plans, specifications, Project Manual, and other documents, or the Construction Documents, as necessary to bring the cost of the PROJECT within DISTRICT'S BUDGET. ARCHITECT shall provide to DISTRICT the changes required to bid documents to prepare them for rebidding at no additional cost to DISTRICT, including printing costs.

e. After DISTRICT selects a General Contractor, the Construction Phase shall commence.

### **33. Construction Phase**

a. The Construction Phase will commence with the award of the Construction Contract to the General Contractor and shall terminate with the completion of all PROJECT closeout requirements.

b. ARCHITECT shall reproduce five sets of contract documents and all progress prints for the DISTRICT'S and consultants' use at ARCHITECT'S expense. Other sets, as requested by DISTRICT, are to be provided as reimbursable expenses.

c. ARCHITECT shall work with a PROJECT Inspector-of-Record retained by DISTRICT, as required by law.

d. ARCHITECT shall advise the General Contractor in the preparation of a marked set of prints indicating dimensioned location of buried utility lines which shall be forwarded to DISTRICT upon completion of the PROJECT. Any handling by ARCHITECT of documents prepared by the General Contractor or others shall not relieve the General Contractor or others of their responsibilities for the accuracy or completeness of the information provided, nor shall such be construed as an assumption by ARCHITECT of any responsibilities of the General Contractor or others. ARCHITECT shall have no liability or responsibility for any documents or information prepared or provided by the general contractor, DISTRICT, or any third-party, except for ARCHITECT'S duty to reasonably examine site conditions and records.

e. ARCHITECT will endeavor to secure compliance by the General Contractor with the contract requirements, but does not guarantee the performance of the General Contractor's contract.

f. ARCHITECT shall provide general administration of the Construction Documents, including but not limited to, periodic visits at the site as DISTRICT and ARCHITECT deem necessary to render architectural observation which is distinguished from the inspections by the PROJECT Inspector-of-Record.

g. ARCHITECT shall make regular reports, as requested by DISTRICT and as is required by governing agencies, and shall keep DISTRICT informed of the progress of construction; review schedules and shop drawings for general compliance with design; approve substitution of materials, equipment, and the laboratory reports thereof subject to DISTRICT approval; maintain construction accounts; prepare change orders for written approval by DISTRICT; examine General Contractor's applications for payment and issue certificates for payment in amounts approved by ARCHITECT and DISTRICT; provide a color schedule of all materials in the PROJECT for DISTRICT'S review and approval; determine date of completion of the PROJECT; make final punch-list examination of the PROJECT; assemble and deliver to DISTRICT written guarantees, instruction books, diagrams, and charts provided by the General Contractor, and issue ARCHITECT'S Certificate of Completion and final certificate for payment.

h. ARCHITECT, as part of its basic services, shall advise DISTRICT of observed failure of the project to comply with construction documents following the acceptance of the work and prior to the expiration of the guarantee or warranty period of the PROJECT.

i. ARCHITECT shall be the interpreter of the requirements of the Construction Documents and shall advise DISTRICT as to the contractor's general conformance to the documents thereunder.

j. ARCHITECT shall make recommendations to DISTRICT on claims relating to the execution and progress of the work and all matters and questions relating thereto. ARCHITECT'S recommendations in matters relating to artistic effect shall be consistent with the intent of the Construction Documents.

k. ARCHITECT shall advise DISTRICT to reject work which does not conform to the Construction Documents. ARCHITECT shall promptly inform DISTRICT, whenever, in ARCHITECT'S opinion, it may be necessary, to stop the work to avoid the improper performance of this AGREEMENT. ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Construction Documents, whether work is fabricated, installed, or completed.

l. ARCHITECT shall not issue orders to the General Contractor that might commit DISTRICT to extra expenses, or otherwise amend the Construction Documents, without first obtaining the written approval of DISTRICT.

m. ARCHITECT shall be DISTRICT'S representative during construction and shall advise and consult regularly with DISTRICT. ARCHITECT shall have authority to act on behalf of DISTRICT only to the extent provided in this AGREEMENT, unless otherwise modified in writing by the PARTIES.

n. ARCHITECT shall review and verify the amounts due to the General Contractor. ARCHITECT'S verification for payment shall constitute a representation to DISTRICT, based on ARCHITECT'S observations and examinations at the site that the work has progressed to the level certified, that the work is in general accordance with DISTRICT'S requirements and the Construction Documents, and that the General Contractor is entitled to payment in the amount verified.

o. ARCHITECT shall review and approve, and/or take other appropriate action, upon General Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for general conformance with the Construction Documents. ARCHITECT'S actions shall not delay the work, but should allow for sufficient time, in ARCHITECT'S professional judgment, to permit adequate review. Notwithstanding the above, ARCHITECT shall inform DISTRICT and General Contractor in writing in the event that ARCHITECT has actual knowledge of any defects, errors, or deficiencies with respect to the General Contractor's performance on the PROJECT. ARCHITECT shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs, as these are the responsibility of the General Contractor, except that ARCHITECT will be responsible for its own negligence, recklessness, and willful misconduct in connection with its preparation of the plans, specifications, and drawings. ARCHITECT shall not be required to review partial submissions or those for which submissions or related items have not been received. However, ARCHITECT shall provide written notice to DISTRICT to General Contractor of any non-compliance by the General Contractor.

p. ARCHITECT shall prepare change orders with supporting documentation and data for DISTRICT'S review in accordance with the Construction Documents, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. ARCHITECT shall evaluate and make written recommendations regarding the General Contractor's proposals for possible change orders. ARCHITECT shall, at ARCHITECT'S expense, prepare a set of reproducible record drawings, showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the General Contractor to ARCHITECT.

q. ARCHITECT shall observe the PROJECT to determine the date or dates of final completion, receive and forward to DISTRICT for DISTRICT'S review all written warranties, including equipment warranties, and related documents provided by the general contractor required by the Construction Documents, and issue a final certificate for payment upon General Contractor's compliance with all of the requirements of the Construction Documents.

r. ARCHITECT shall provide services in connection with evaluating timely requests for substitutions proposed by the General Contractor and making subsequent revisions to drawings, specifications, and other documentation resulting therefrom.

s. ARCHITECT shall be responsible for gathering information and processing forms required by applicable governing authorities, such as building departments and DSA, in a timely manner and ensure proper PROJECT close-out.

t. ARCHITECT shall evaluate and render written recommendations, within a reasonable time, on all claims, disputes, or other matters at issue between DISTRICT and the General Contractor relating to the execution or progress of the work as provided in the General Contractor's contract. Any claim involving more than 5 hours of ARCHITECT'S services where such claim does not arise out of ARCHITECT'S errors or omissions shall be considered an additional service. ARCHITECT shall complete the evaluation no more than twenty calendar days from the date the claim is received by ARCHITECT, provided that DISTRICT and general contractor immediately respond to all requests for information from ARCHITECT relating to such claims.

u. If requested by DISTRICT, ARCHITECT shall prepare a most current AutoCAD version file of all as-built conditions at no additional cost to DISTRICT.

v. Prior to start of construction, the following two documents are required:

(1) Contract Information Form DSA-102.

(2) Project Inspector Qualification Record form DSA5 should be submitted ten days prior to the time of starting construction.

w. ARCHITECT shall provide assistance in the utilization of equipment or systems such as testing, adjusting, balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

x. Upon DISTRICT'S approval of the construction, the PROJECT Close-Out Phase shall commence.

#### 34. **PROJECT Close-Out Phase**

a. ARCHITECT shall require delivery of the following documents described below to the Division of the State Architect for review prior to issuance of a "Certificate of Completion."

b. During the period the PROJECT is under construction, the following documents are required:

(1) Copies of the Inspector-of-Record's semi-monthly reports upon production of such documents by DISTRICT or Inspector.

(2) Copies of the laboratory reports on all tests or laboratory inspections on the PROJECT upon production of such documents by DISTRICT or Inspector.

c. Upon completion of construction of the PROJECT, the following reports are required:

(1) Copy of the Notice of Completion to be recorded by DISTRICT.

(2) Final Verified Report form DSA- 6A/E certifying all work is 100% complete from ARCHITECT, structural engineer, mechanical engineer, and electrical engineer.

(3) Final Verified Report form DSA-6 certifying all work is 100% complete from the General Contractor, Inspector-of-Record, and any special inspectors upon production of such documents by DISTRICT or Inspector.

(4) Verified reports of testing and inspections as specified on the approved drawings and specifications, *i.e.*, Final Laboratory Report, Welding, Glued-Laminated Timber, etc.

(5) Weighmaster Certificate (if required by approved drawings and specifications).

(6) Copies of the signature page of all Addenda as approved by DSA.

(7) Copies of the signature pages of all deferred approvals as approved by DSA.

(8) Copies of the signature page of all Change Orders as approved by DSA.

(9) Verification by the Inspector-of-Record that all items noted on any "Field Trip Notes" has been corrected upon production of such documents by DISTRICT or Inspector.

### **ARTICLE III: ADDITIONAL ARCHITECT'S SERVICES**

35. ARCHITECT shall notify DISTRICT promptly in writing of the need for additional services required due to circumstances beyond ARCHITECT'S control. ARCHITECT shall obtain written authorization from DISTRICT before rendering such services. Compensation for such services shall be negotiated and approved in writing in advance by DISTRICT. Such services shall include:

a. Making material revisions in drawings, specifications, or other documents when such revisions are requested in writing and required by the enactment or revision of laws, rules, or regulations subsequent to the preparation and completion of the Construction

Documents, or any material revisions inconsistent with any approvals or instructions previously given by DISTRICT not otherwise authorized by this AGREEMENT.

b. Preparing drawings, specifications, other documentation, and supporting data, and providing other services in connection with Change Orders required by causes beyond the control of ARCHITECT which are not the result of the negligence, errors, or omissions on the part of ARCHITECT.

c. Providing consultation concerning replacement of work damaged by fire (or other acts of god) and furnishing services required in connection with the replacement of such work.

d. Providing services made necessary by the default of the General Contractor or other third parties, which does not arise from negligence, errors, or omissions of ARCHITECT.

e. The employing of consultants that are not part of the ARCHITECT'S basic services.

f. Preparing special delineations, models, and renderings, unless such delineations, models, or renderings are used by ARCHITECT for internal purposes or for study.

g. If DISTRICT requests that the PROJECT be let on a segregated basis after the completion of Design Development, where segregation does not arise from ARCHITECT exceeding the BUDGET, then plan preparation and/or contract administration work to prepare the segregated plans is an extra service subject to prior negotiation and written DISTRICT approval.

h. Providing contract administration services after the General Contractor's contract has been terminated, or contract duration has been exceeded, through no fault of ARCHITECT. ARCHITECT'S compensation is expressly conditioned on the lack of fault of ARCHITECT.

i. Providing low voltage services, including coordination and development of low voltage systems infrastructure to support the renovation of the facility including telephone systems, administrative data, wireless applications, CCTV (surveillance and security systems) MATV/CATV systems, key/access systems, and audiovisual systems.

j. Providing audiovisual consulting services including development, coordination, and specification of integrated audiovisual systems to support instruction consistent with DISTRICT standards, materials and systems.

k. Providing other special studies requested in writing by DISTRICT.

l. Providing services required for or in connection with the selection, procurement or installation of movable furniture, furnishings, and related equipment.

m. Providing services for planning tenant improvements or rental spaces when not included in original design of the PROJECT.

n. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted architectural practice.

36. If authorized in writing by DISTRICT, ARCHITECT shall provide one or more PROJECT representatives to provide additional representation at the site. The PROJECT representative(s) shall be selected, employed, and directed by ARCHITECT, and ARCHITECT shall be compensated therefore as agreed by DISTRICT and ARCHITECT. Such PROJECT Representative(s) shall assist ARCHITECT in guarding DISTRICT against defects and deficiencies in the work, but the furnishing of such PROJECT representation shall not modify the rights, responsibilities, or obligations of ARCHITECT as described elsewhere in this AGREEMENT. Compensation for such services shall be negotiated and subject to DISTRICT approval.

37. Neither DISTRICT'S review, approval of, nor payment for, any of the services required under this AGREEMENT shall be construed to operate as a waiver of any rights under this AGREEMENT, and ARCHITECT shall remain liable to DISTRICT in accordance with applicable law for all damages to DISTRICT to the extent proven to be caused by ARCHITECT'S negligent or willful failure to perform any of the services furnished under this AGREEMENT pursuant to the appropriate standard of care.

#### **ARTICLE IV: DISTRICT'S RESPONSIBILITIES**

38. DISTRICT shall provide to ARCHITECT information regarding requirements for the PROJECT, including information regarding DISTRICT'S objectives, schedule, constraints, and criteria.

39. ARCHITECT shall prepare a current overall budget for the PROJECT, including the CONSTRUCTION COST for the PROJECT and this proposed budget must then be submitted for approval by DISTRICT. The DISTRICT may in its sole discretion update this budget.

40. DISTRICT shall notify ARCHITECT of administrative procedures required and name a representative authorized to act on its behalf for the PROJECT. DISTRICT shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the PROJECT. DISTRICT shall observe the procedure of issuing any orders to General Contractor only through ARCHITECT.

41. DISTRICT shall give prompt written notice to ARCHITECT if DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Construction Documents. However, DISTRICT'S failure or omission to do so shall not relieve ARCHITECT of ARCHITECT'S responsibilities under Titles 21 and 24 of the *California Code of Regulations*, and the Field Act. DISTRICT shall have no duty to observe, inspect, or investigate the PROJECT.

42. The proposed language of certifications requested of ARCHITECT or ARCHITECT'S consultants shall be submitted to ARCHITECT for review and approval at least fourteen days prior to execution.

43. At ARCHITECT'S request, DISTRICT shall furnish surveys describing physical characteristics, legal limitations, and utility locations for the site of the PROJECT, and a written legal description of the site. The surveys and legal information includes grades and lines of the streets, alleys, adjacent drainage, rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site, locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees, and information concerning available utility services and lines. If available, DISTRICT also shall provide to ARCHITECT any sub-surface soils investigations and topographic and boundary surveys, including easements and information regarding the location of existing surface improvements affecting the PROJECT site and existing topographic plan of the proposed PROJECT area based on aerial photography.

44. At ARCHITECT'S request, DISTRICT shall provide ARCHITECT with all available documents regarding existing conditions and/or facilities.

45. At ARCHITECT'S request, DISTRICT shall furnish the services of geotechnical engineers as required by authorities having jurisdiction over the PROJECT.

46. At ARCHITECT'S request, DISTRICT shall furnish the services of consultants when required by law. DISTRICT may provide the services of other consultants upon request of ARCHITECT.

47. At ARCHITECT'S request, DISTRICT shall furnish the necessary tests, such as structural, mechanical, chemical, air and water pollution, and hazardous material, when required by law or authorities having jurisdiction over the PROJECT.

48. DISTRICT shall provide all necessary testing and removal services for hazardous materials (including, but not limited to, asbestos and lead) in locations where the work of this AGREEMENT is to be conducted prior to the commencement of any construction activities in those locations. In the event that DISTRICT determines that hazardous materials may remain in place with satisfactory encapsulation, or must be removed by the Contractor, DISTRICT shall provide ARCHITECT with written instructions on how encapsulation shall be accomplished or how demolition plans shall be prepared, and ARCHITECT shall include those instructions or plans in the Construction Documents. Except where claims are the result of ARCHITECT'S negligence, recklessness, or willful misconduct, DISTRICT shall hold harmless, indemnify, and defend ARCHITECT for any such claims arising as a result of ARCHITECT addressing hazardous materials on the PROJECT sites as identified by DISTRICT.

49. DISTRICT is responsible for compliance with the California Environmental Quality Act ("CEQA"), except that ARCHITECT agrees to coordinate its work with that of any CEQA consultants retained by DISTRICT in order to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by DISTRICT into the project design.

50. DISTRICT shall provide all required geotechnical hazard reports.

51. DISTRICT will make reasonable efforts to see that understandings between DISTRICT and Construction Manager are consistent with this AGREEMENT. DISTRICT will provide a copy of this AGREEMENT to Construction Manager.

52. Except for ARCHITECT'S duty to reasonably examine site conditions and records, ARCHITECT is permitted to rely upon information and documentation provided by DISTRICT and all consultants, engineers, and contractors retained by DISTRICT, and shall not be responsible for or liable for errors and omissions contained therein.

## ARTICLE V COST OF CONSTRUCTION

53. The phrase "CONSTRUCTION COST," as used in this AGREEMENT, means the total cost to DISTRICT of all work designed or specified by ARCHITECT on a PROJECT, including work covered by approved change orders and/or alternates approved by DISTRICT, but excluding payments to ARCHITECT or its consultants, and costs of ARCHITECT'S inspections, surveys, and tests.

54. When labor or material is furnished by DISTRICT below market cost, the CONSTRUCTION COST shall be based upon current market cost of labor and new material.

55. The CONSTRUCTION COST shall be the acceptable estimate of construction costs to DISTRICT as submitted by ARCHITECT until such time as bids have been received, whereupon it shall be the bid amount of the lowest responsible bidder.

56. The BUDGET may be adjusted by DISTRICT if the bidding has not commenced within ninety days after ARCHITECT submits the Construction Documents to DISTRICT, due to changes in prices in the construction industry between the date of submission of the Construction Documents to DISTRICT and the date on which bids are sought for the PROJECT.

57. If the lowest responsible bid received exceeds the BUDGET by the lesser of five percent or \$200,000:

- a. DISTRICT may give written approval of an increase of such fixed limit;
- b. DISTRICT may authorize rebidding of the PROJECT within a reasonable time;
- c. If the PROJECT is abandoned, DISTRICT may terminate this AGREEMENT in accordance with Article VIII;
- d. DISTRICT may request that ARCHITECT prepare, at no additional cost to DISTRICT, deductive change packages to bring the PROJECT within the BUDGET;
- e. DISTRICT may request that ARCHITECT cooperate in revising the PROJECT scope and quality as required to reduce the CONSTRUCTION COST.

58. If DISTRICT chooses to proceed under Article V, Section 60, ARCHITECT, without additional charge to DISTRICT, agrees to redesign until the PROJECT is brought within

the BUDGET. Redesign does not mean phasing or removal of parts of the PROJECT unless agreed in writing by DISTRICT. "Redesign" means redesign of the PROJECT, along with all of its component parts, to meet the BUDGET.

#### **ARTICLE VI: ESTIMATE OF PROJECT CONSTRUCTION COST**

59. Estimates referred to herein shall be prepared by ARCHITECT on a square foot/unit costs basis, or more detailed computation if deemed necessary by DISTRICT, considering prevailing CONSTRUCTION COST and including all work for which bids will be received. It is understood that the PROJECT CONSTRUCTION COST are affected by the labor and/or material market as well as other conditions beyond the control of ARCHITECT or DISTRICT.

60. Evaluations of the BUDGET represent ARCHITECT'S informed judgment as a design professional familiar with the construction industry. It is recognized that neither ARCHITECT nor DISTRICT has control over the cost of labor, materials, or equipment, over the General Contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions.

61. Notwithstanding the foregoing paragraph, ARCHITECT shall review the estimate at each phase of its services. If such estimates are in excess of the BUDGET, ARCHITECT shall revise the type or quality of construction to come within the BUDGET at no additional cost to DISTRICT. ARCHITECT'S initial budget and scope estimates shall be realistic and shall be reviewed with DISTRICT prior to formalization.

62. If DISTRICT reasonably believes that the CONSTRUCTION COST is exceeding the BUDGET, then DISTRICT may require ARCHITECT to perform a detailed CONSTRUCTION COST estimate. ARCHITECT, upon request of DISTRICT, shall prepare a detailed estimate of CONSTRUCTION COST at no additional cost to DISTRICT.

#### **ARTICLE VII: ARCHITECT'S DRAWINGS AND SPECIFICATIONS**

63. Although the official copyright in all Project Documents shall remain with ARCHITECT or other applicable consultants, copies of the drawings, specifications, record drawings, models, mock-ups, renderings and other documents (including all computer file and/or AutoCAD files) prepared by ARCHITECT or ARCHITECT'S consultants shall become and remain the property of DISTRICT upon ARCHITECT'S receipt of 97% payment under this Agreement, for the purposes of repair, maintenance, renovation, modernization, or other purposes as they relate to the PROJECT. DISTRICT, however, shall not be precluded from using ARCHITECT'S or ARCHITECT'S consultant's documents enumerated above for the purposes of additions, or alignments to the PROJECT.

64. Except as provided in Section 63 of this Article VII, if DISTRICT intends to reuse ARCHITECT'S plans, specifications, or other documents for a project or projects other than that which are the subject of this AGREEMENT and for which ARCHITECT is not the architect-of-record, a fee of three percent of the CONSTRUCTION COST of such other PROJECTS shall be paid to ARCHITECT for such reuse. In the event of any reuse or modification of ARCHITECT'S drawings, specification, or other documents by any person, firm, or legal entity, the names and seals of ARCHITECT and of ARCHITECT'S consultants, if any, shall be removed from

ARCHITECT'S drawings, specifications, or other documents, and, if ARCHITECT'S damages are due to DISTRICT'S or DISTRICT'S agent's negligence, recklessness, or willful misconduct, DISTRICT agrees to indemnify, defend, and hold ARCHITECT harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses, including, but not limited to, reasonable attorney's fees, accruing to or resulting from any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons, including, but not limited to, death, arising out of such use, reuse, or modification of ARCHITECT'S drawing, specifications, or other documents. DISTRICT further agrees to remove the names and seals of ARCHITECT and ARCHITECT'S consultants from the title block and signature pages. DISTRICT, however, may use ARCHITECT'S plans and documents as enumerated herein for the purposes of additions, or alignments to the PROJECT. Prior to reuse of ARCHITECT'S documents, DISTRICT agrees to notify ARCHITECT in writing of such reuse.

### **ARTICLE VIII: TERMINATION**

65. The Parties are required to meet and confer in good faith prior to any termination of this AGREEMENT. This AGREEMENT or any Addendum hereto, may be terminated by either PARTY upon fourteen days written notice to the other PARTY, in the event of a substantial failure of performance by such other PARTY, including insolvency of either Party.

66. In the event of a termination of an Addendum based upon abandonment or postponement of a PROJECT by DISTRICT, DISTRICT shall pay to ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records and expense reports up until the date of the abandonment or postponement plus any sums due ARCHITECT for DISTRICT'S Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of an Addendum, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to DISTRICT or in the possession of ARCHITECT.

67. This AGREEMENT, or any Addendum, may be terminated without cause by DISTRICT upon seven days written notice to ARCHITECT. In the event of a termination without cause, DISTRICT shall pay to ARCHITECT for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records and expense reports up until the date of notice of termination plus any sums due ARCHITECT for DISTRICT'S Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion, and to complete and incomplete drawings and other documents whether delivered to DISTRICT or in the possession of ARCHITECT.

### **ARTICLE IX: ALTERNATIVE DISPUTE RESOLUTION**

68. In the event of a dispute between the PARTIES as to performance of the work or the interpretation of this AGREEMENT, payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute in good faith and recognize their mutual interests in attempting to reach a just and equitable solution satisfactory to both PARTIES. In the event of disputes regarding the level of completion or reimbursable expenses invoiced,

DISTRICT agrees to return the invoices with a clear description of the dispute within ten working days from the date when the invoice is due. Disputes or questions regarding an invoice or a portion of an invoice shall not be cause for withholding payment for the undisputed remaining portions due. If ARCHITECT has objections to DISTRICT'S description of the dispute, ARCHITECT shall prepare a written response within ten working days detailing its objections and what ARCHITECT believes to be the proper amount to be withheld. If within sixty days following receipt of ARCHITECT'S objections DISTRICT has not released additional amounts or has not changed its position on the proper amount to withhold, ARCHITECT may request a meeting with DISTRICT. During the meeting, both DISTRICT and ARCHITECT agree to attempt to resolve the dispute in good faith. DISTRICT and ARCHITECT agree to submit such disputes to mediation within sixty days. The PARTIES shall share the mediator's fee and any filing fees equally.

69. If DISTRICT and ARCHITECT are unable to resolve the dispute through mediation, then if the complaining Party so chooses, it may proceed to submit the dispute to arbitration in the County of Orange, State of California before a retired California Superior Court Judge or a retired California Appellate or Supreme Court Justice or before a retired federal court judge or justice. If the PARTIES are unable to agree as to an arbitrator, the arbitration shall be submitted before the Judicial Arbitration and Mediation Services, Inc. ("JAMS") or Judicate West or the American Arbitration Association ("AAA"). The PARTIES may agree on an arbitrator from the selected entity's panel. If they are unable to agree, the selected entity will provide a list of three available arbitrators and each PARTY may strike one. The arbitration tribunal shall select the arbitrator from the remaining names. The arbitration shall be held in accordance with the rules of the selected entity and California substantive law shall apply. The arbitrator shall award costs and attorneys' fees to the prevailing PARTY. The PARTIES shall be entitled to discovery in accordance with California Code of Civil Procedure.

70. If any claim arises under the construction contract documents for the PROJECT which is submitted to arbitration, and either the Contractor or DISTRICT claims that the acts or omissions of ARCHITECT are involved in whole or part in any claim by or against DISTRICT, such may be asserted at the option of DISTRICT against ARCHITECT in the same arbitration proceeding involving DISTRICT and Contractor which shall be conducted under the procedure specified in the General Conditions of the construction contract.

71. Concurrent disputes under this AGREEMENT shall be consolidated into a single arbitration unless the parties otherwise agree in writing and no hearing shall be held prior to final completion of the PROJECT unless DISTRICT and ARCHITECT otherwise agree in writing.

72. Any arbitration award shall be subject to confirmation, vacation, or correction under the procedures and on the grounds specified in the California Code of Civil Procedure, including, without limitation, Section 1296.

73. The parties hereby agree to submit to the exclusive jurisdiction of the Superior Court of the County of Orange should either party elect to litigate claims arising under this AGREEMENT.

74. Pending resolution of this dispute, ARCHITECT agrees to continue the work diligently to completion and DISTRICT agrees to make progress payments in accordance with this

AGREEMENT, except that DISTRICT may withhold only those funds that are in dispute. In no event shall the total amount withheld exceed ten percent of the total fee due ARCHITECT (excluding change orders) for a PROJECT with a CONSTRUCTION COST of \$10,000,000.00 or more. In no event shall the total amount withheld exceed twenty percent of the total fee due ARCHITECT (excluding change orders) for a PROJECT with a CONSTRUCTION COST greater than \$1,000,000.00, but less than \$10,000,000.00. In no event shall the total amount withheld exceed thirty percent of the total fee due ARCHITECT (excluding change orders) for a PROJECT with a CONSTRUCTION COST of less than \$1,000,000.00. DISTRICT and ARCHITECT agree that any withholding by DISTRICT in excess of the above-described amounts shall be considered material for the purposes of providing professional architectural services and continuing work on the PROJECT. If the withholding by DISTRICT is material as set forth herein, then the PARTIES shall submit the dispute to mediation for resolution upon substantial completion of the PROJECT. If the dispute involving a material withholding is not resolved within fifteen days after the completion of mediation, ARCHITECT may discontinue work on the PROJECT. If any other dispute not involving a material withholding is not resolved, ARCHITECT agrees it will neither rescind this AGREEMENT nor stop the progress of the work on a PROJECT, but ARCHITECT'S sole remedy shall be to resolve such controversy by a) the meet and confer requirement as set forth in Section 68; b) Elective Arbitration in Section 69; and lastly, litigation in Orange County as set forth in Section 73, but only after the PROJECT has been completed and not before. If DISTRICT withholds undisputed amounts in excess of forty-five days from the receipt of a written demand for payment from ARCHITECT, then ARCHITECT shall be entitled to interest, not to exceed one percent, on such outstanding balances.

#### **ARTICLE X: ACCOUNTING RECORDS OF THE ARCHITECT**

75. Records of ARCHITECT'S direct personnel and reimbursable expense pertaining to the extra services of a PROJECT, and records of accounts between DISTRICT and the General Contractor, shall be kept on a generally recognized accounting basis and shall be available to DISTRICT at mutually convenient times.

#### **ARTICLE XI: COMPENSATION TO ARCHITECT**

76. ARCHITECT change orders fees will be paid as approved by DISTRICT'S Board of Trustees. No change order fee will be paid to ARCHITECT unless negotiated prior to commencing change order work.

77. Payment to ARCHITECT will be as provided as set forth in the Final Project Proposal and Architect's Fee Proposal. The Fee Proposal is attached hereto as Attachment 1 to this AGREEMENT.

78. When ARCHITECT'S fee is based on a percentage of CONSTRUCTION COST and any portions of the PROJECT are deleted or otherwise not constructed, compensation for those portions of the PROJECT shall be payable to the extent actual services are performed, in accordance with the schedule set forth herein, based on the accepted bid price plus any additive change orders which are not due to ARCHITECT'S errors or omissions.

79. To the extent that the time initially established for the completion of ARCHITECT'S services is exceeded or extended through no fault of ARCHITECT, compensation for any services rendered during the additional period of time shall be negotiated and approved by DISTRICT.

## **ARTICLE XII: REIMBURSABLE EXPENSES**

80. Reimbursable expenses are in addition to compensation for basic and extra services, and shall be paid by DISTRICT to ARCHITECT at one and one-tenth times the expenses incurred by ARCHITECT for approved reproduction (inclusive of printing and/or plotting) of drawings and specifications in excess of the copies provided for by this AGREEMENT which includes sets of construction documents and all progress prints.

81. Estimates for all reimbursable expenses for each PROJECT shall be set forth in each Addendum to this AGREEMENT, and this amount shall not be exceeded without the prior written approval of DISTRICT.

82. Reimbursement for expenses, except for construction administration services associated with delay caused solely by the General Contractor, shall be paid to ARCHITECT as incurred and as approved by DISTRICT. Reimbursable expenses shall not include:

- a. Travel expenses;
- b. Check prints or internal prints or plots;
- c. Prints or plans or specifications made for ARCHITECT'S consultants and all progress prints;
- d. Preliminary plans and specifications;
- e. ARCHITECT'S consultants' reimbursables;
- f. Study models or mock-ups, not requested by DISTRICT;
- g. Meetings with Cities, planning officials, fire departments, DSA, State Allocation Board, or other public agencies.

## **ARTICLE XIII: EMPLOYEES AND CONSULTANTS**

83. ARCHITECT, as part of its basic professional services, shall furnish at its own expense the services of landscape architects, structural, mechanical, and electrical, traffic, and civil engineers.

84. ARCHITECT shall submit, for written approval by DISTRICT, the names of the consultant firms proposed for the PROJECT. Nothing in this AGREEMENT shall create any contractual relation between DISTRICT and any consultants employed by ARCHITECT under terms this AGREEMENT.

85. ARCHITECT'S consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five years. If any employee or consultant of ARCHITECT is not acceptable to DISTRICT, whose approval shall not be unreasonably withheld, then that individual shall be replaced with an acceptable competent person at DISTRICT'S request.

86. The construction administrator or field representative assigned to this PROJECT by ARCHITECT shall be licensed as a California architect and able to make critical PROJECT decisions in a timely manner and shall be readily available and provide by phone, facsimile, and correspondence, design direction and decisions when necessary.

#### ARTICLE XIV: MISCELLANEOUS

87. ARCHITECT shall review, pursuant to the applicable standard of care, all information provided to it pursuant to this AGREEMENT to the extent it relates to ARCHITECT'S work; however, ARCHITECT shall be entitled to rely upon the accuracy and completeness thereof to the extent consistent with a reasonable standard of care for architects providing services for projects of similar size, scope and complexity in similar geographic locations to that of the PROJECT.

88. ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among DISTRICT, ARCHITECT, and General Contractor during all phases of the PROJECT and concerning any material condition in the requirements and scope of the work. ARCHITECT shall provide a copy of such record to DISTRICT.

89. Except as otherwise provided for in this AGREEMENT, in the event that ARCHITECT is required by DISTRICT, because of a reduction in DISTRICT'S project scope or BUDGET, to make revisions in the drawings, specifications, or other documents not arising from ARCHITECT'S errors or omissions, ARCHITECT'S compensation for any phase or phases complete prior to DISTRICT'S requested changes shall be based on the estimated CONSTRUCTION COST of the original scope of work for the completed phases. All work for subsequent phases shall be based on the estimated CONSTRUCTION COST or actual CONSTRUCTION COST of the reduced scope or BUDGET.

90. To the fullest extent permitted by law, ARCHITECT agrees to indemnify, defend, and hold DISTRICT, its employees, and agents, entirely harmless from all liability arising out of:

a. Claims under Workers' Compensation acts and other employee benefit acts with respect to ARCHITECT'S employees or ARCHITECT'S consultant's employees arising out of ARCHITECT'S work under this AGREEMENT; and

b. As to all acts, errors, or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions

normally covered by general and automobile liability insurance, ARCHITECT agrees to indemnify, defend, and hold harmless DISTRICT, its agents, and employees, from and against any claims, losses, damages, including reasonable attorneys' fees and defense costs, to the extent caused by ARCHITECT'S negligent performance of professional services under this AGREEMENT or acts in connection with the PROJECT, or any actions of ARCHITECT'S consultants or anyone for whom the ARCHITECT is legally liable, except for liability resulting from the negligence, recklessness, or willful misconduct of DISTRICT, its agents, employees, or independent architects who are directly employed by DISTRICT.

91. To the fullest extent permitted by law, ARCHITECT agrees to indemnify, and hold DISTRICT, its employees, and agents, entirely harmless from all liability arising out of the negligent acts, errors, or omissions of ARCHITECT in the performance of professional services, for all claims, losses, and damages, including attorney's fees, to the extent caused by ARCHITECT'S and/or its consultants' negligence, gross negligence, or willful misconduct, in the performance of such professional services.

92. ARCHITECT shall indemnify, defend, and hold harmless DISTRICT, its agents, and employees from and against all loss, cost, expense, royalties, claims for damages or liability, in law or in equity, including, without limitation, attorneys' fees, court costs, and other litigation expenses that may at any time arise or be set up for any infringement (or alleged infringement) of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the PROJECT by DISTRICT of the design or Construction Documents (including any method, process, product, concept specified, or depicted) supplied by ARCHITECT in the performance of this AGREEMENT.

93. ARCHITECT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings related to workers compensation, general liability or property actions as set forth in Sections 90 and 92, that may be brought or instituted against DISTRICT, its agents, or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against DISTRICT, its agents, or employees in any action, suit, or other proceedings as a result thereof.

94. The coverage of such indemnification for all claims in this Article, including the duty to pay or satisfy any judgment that may be rendered against DISTRICT, its agents, or employees in any action, suit, or other proceedings as a result thereof, shall include, without limitation, reasonable attorneys' fees and court costs incurred by DISTRICT with regard thereto to the extent and in the same proportion to ARCHITECT'S negligence as determined by a Court or Arbiter of competent jurisdiction. Said indemnity is intended to apply during the period of this AGREEMENT of ARCHITECT'S performance and shall survive the expiration or termination of this AGREEMENT until such time as any action against DISTRICT on account of any matter covered by such waiver or indemnity is barred by the applicable statute of limitations.

95. For Sections 90 and 92 of this Agreement, the obligation to defend shall arise regardless of any claim or assertion that DISTRICT caused or contributed to the losses. ARCHITECT'S reasonable defense costs (including attorney and expert fees) incurred in providing a defense for DISTRICT shall be reimbursed by DISTRICT except to the extent such defense costs

arise, under principles of comparative fault, from ARCHITECT'S negligence acts or omissions, breach of any of the provisions of this AGREEMENT, or willful misconduct.

96. Review, approval, or acceptance of ARCHITECT'S work, whether by DISTRICT or others, shall not relieve ARCHITECT from responsibility for errors and omissions in ARCHITECT'S work.

97. Nothing in this AGREEMENT shall constitute a waiver or limitation of any rights which DISTRICT may have under applicable law, including without limitation, the right to implied indemnity.

98. ARCHITECT'S obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the indemnified PARTIES.

99. ARCHITECT shall at its sole cost and expense, purchase and maintain during the term of this AGREEMENT, policies of insurance with an insurer or insurers, duly licensed and qualified to do business in the State of California and acceptable to DISTRICT which will protect ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT'S actions or inactions relating to this AGREEMENT, whether such actions or inactions be by themselves, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them maybe liable. The aforementioned insurance shall include coverage as follows:

a. Comprehensive Commercial General Liability Insurance (Occurrence Form) with limits of not less than \$1,000,000.00 for each occurrence; \$2,000,000.00 aggregate and \$2,000,000.00 products/completed operations aggregate; and \$250,000.00 as to property damage including, but not limited to, personal injury liability, broad form property damage liability, blanket contractual liability and completed operations coverage, covering the activities of ARCHITECT under this AGREEMENT. This policy shall be endorsed to name DISTRICT and DISTRICT'S Board of Trustees, agents, and employees as additional insureds. Such endorsement shall be made on ISO Endorsement CG20 10 11 85 "Additional Insured – Owner, Lessees or Contractors" or its equivalent.

b. Workers' Compensation insurance with an insurance company duly licensed and admitted by the State of California in the amounts required by California law covering all personnel employed on the premises during the term of this AGREEMENT whether said personnel are employed or contracted by ARCHITECT. Employers Liability with a minimum limit of \$1,000,000.00 per accident covering all personnel employed on the premises during the term of this AGREEMENT, with a minimum combined single limit of liability for bodily injury and property damage of not less than \$1,000,000.00 per occurrence, or any higher amount as required by California law.

c. Business Auto Liability Insurance covering the ownership, maintenance or use of all owned, non-owned, and hired vehicles used in connection with the performance of this AGREEMENT with an insurance company duly licensed and admitted by the State of California. Said insurance shall have limits of not less than \$1,000,000.00 combined single

limit, bodily injury and property damage liability per occurrence with no annual aggregate limits.

d. Professional liability insurance, including contractual liability, with limits of \$1,000,000.00 per claim, \$2,000,000.00 aggregate. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five years thereafter at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts or assigns any portion of ARCHITECT'S duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph.

e. Each policy of insurance required in this AGREEMENT shall be placed with insurers admitted in California with a current A. M. Best rating of no less than A:VII, and shall name DISTRICT and its trustees, agents, and employees as additional named insureds, and shall state that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty days' written notice shall be given to DISTRICT prior to cancellation; or ten days for non-payment of premium, and, shall waive all rights of subrogation against DISTRICT and its trustees, agents, and employees. Commercial General Liability and Business Automobile Liability policies shall contain a cross liability or severability of interests' clause. ARCHITECT promptly shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work on any PROJECT, ARCHITECT shall deliver to DISTRICT signed certificates of insurance as evidence of compliance with the requirements herein together with original endorsements affecting general liability and automobile liability coverage. Prior to the expiration date of each insurance policy, ARCHITECT shall deliver to DISTRICT a new certificate and endorsement. In the event that ARCHITECT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of ARCHITECT, and in such event, ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

f. ARCHITECT is responsible for payment of any and all premiums, deductibles or self-insured retentions, and adjustment for losses on policies pursuant to this AGREEMENT.

g. In the event that ARCHITECT subcontracts any portion of ARCHITECT'S duties, ARCHITECT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in this AGREEMENT in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$1,000,000 per occurrence.

h. ARCHITECT'S failure to maintain insurance pursuant to this AGREEMENT is a material breach of this AGREEMENT and grounds for immediate termination by DISTRICT.

i. DISTRICT'S exercise of any of its rights or remedies prescribed in this AGREEMENT shall not relieve ARCHITECT from responsibility for damages or other losses incurred or to be incurred by DISTRICT as a result of ARCHITECT'S breach of its obligations under this AGREEMENT.

100. ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT understands and agrees that ARCHITECT, and all of ARCHITECT'S employees and consultants, shall not be considered officers, employees, or agents of DISTRICT, and are not entitled to benefits of any kind or nature normally provided to employees of DISTRICT or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. ARCHITECT assumes the full responsibility for the acts and omissions of ARCHITECT'S employees and consultants as they relate to the services provided under this AGREEMENT. ARCHITECT shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes for the ARCHITECT'S employees and consultants.

101. Inasmuch as this Agreement is intended to secure the specialized services of ARCHITECT, ARCHITECT may not assign, transfer, delegate, or sublet any interest therein without the prior written consent of DISTRICT, and any such assignment, transfer, delegation, or sublease without DISTRICT'S prior written consent shall be considered null and void. Likewise, DISTRICT may not assign, transfer, delegate, or sublet any interest therein without the prior written consent of ARCHITECT, and any such assignment, transfer, delegation, or sublease without ARCHITECT'S prior written consent shall be considered null and void.

102. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either DISTRICT or ARCHITECT.

103. This Agreement has been executed and delivered in the State of California and the validity, enforceability, and interpretation of any of the clauses of this AGREEMENT shall be determined and governed by the laws of the State of California.

104. The County in which DISTRICT is located shall be the venue for any legal action or proceeding that may be brought, arise out of, in connection with, or by reason of, this AGREEMENT.

105. DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns, and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT.

106. Time is of the essence for this AGREEMENT. ARCHITECT acknowledges that all time limits stated in this AGREEMENT and in the PROJECT schedule are of the utmost importance to DISTRICT. ARCHITECT shall comply with the PROJECT schedule, which may be revised from time to time by mutual agreement, for completion of ARCHITECT'S services. The total time schedule for full completion of ARCHITECT'S services for each phase of the project shall not exceed the durations listed, unless mutually agreed upon in writing by ARCHITECT and DISTRICT. The durations for DISTRICT review period listed in the PROJECT schedule shall be

computed from the date on which a clear, complete submittal is received by DISTRICT. DISTRICT'S failure to meet its commitment to provide written requested information or to review within the stipulated time frames shall be cause for an adjustment in the PROJECT schedule. However, submittals received for review which are rejected, in writing, as not meeting the deliverables required by submittal requirements of this agreement and the attachments thereto, shall not be cause for adjustment of the PROJECT schedule, and any such delay caused by such rejected submittal shall be the sole responsibility of the ARCHITECT.

107. Notwithstanding anything to the contrary, to the extent allowed by law, DISTRICT shall not be liable for any special, indirect, exemplary, punitive, consequential or incidental damages, including, without limitation, lost revenues, anticipated revenues or profits relating to the same arising from any claim relating directly or indirectly to this AGREEMENT whether a claim for such damages is based on warranty, contract, or tort (including, without limitation, negligence or strict liability) even if the PARTIES are advised of the likelihood or possibility of the same.

108. ARCHITECT'S and DISTRICT'S sole and exclusive remedy in the event either party makes any claim for breach of this AGREEMENT or seeks damages under any theory of law whether based on warranty, contract or tort, including without limitation, negligence or strict liability, shall be against DISTRICT or ARCHITECT and not its trustees, officers, or employees. No trustee, officer, or employee of DISTRICT or ARCHITECT shall be sued or named as a party in any suit or action and no judgment shall be taken against any trustee, officer or employee. No writ of execution will be levied against the assets of any trustee, officer or employee of DISTRICT or ARCHITECT pursuant to the terms of this AGREEMENT. This covenant and agreement contained in this section are enforceable by DISTRICT'S and ARCHITECT'S trustees, officers, and employees.

109. The PARTIES to the AGREEMENT shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by acts of God, fire, strike, lock-out, terrorism, commandeering of materials, products, plants, or facilities by the government. Satisfactory evidence shall be presented to the DISTRICT or ARCHITECT to establish that the non-performance is not due to the fault or neglect of the PARTY not performing.

110. This AGREEMENT represents the entire AGREEMENT between DISTRICT and ARCHITECT and supersedes all prior negotiations, representations, and agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both DISTRICT and ARCHITECT.

All notices to be provided to either PARTY pursuant to this AGREEMENT shall be by personal delivery, certified mail with return receipt, or facsimile, addressed as follows:

**FOR DISTRICT:**

Coast Community College District  
Attn: Vice Chancellor Administrative Services  
1370 Adams Avenue  
Costa Mesa, CA 92626

**FOR ARCHITECT:**

\_\_\_\_\_  
Attn: \_\_\_\_\_  
[ADDRESS] \_\_\_\_\_  
\_\_\_\_\_

Jack P. Lipton, Ph.D., Esq.  
General Counsel  
Coast Community College District  
4 Park Plaza, Suite 850  
Irvine, CA 92614

111. In the event of litigation arising from this AGREEMENT, the prevailing PARTY shall be entitled to reimbursement of legal fees and costs, including attorneys' fees, from the other PARTY.

The PARTIES, through their authorized representatives, have executed this AGREEMENT on the dates indicated below.

**DISTRICT**

**ARCHITECT**

\_\_\_\_\_  
President, Board of Trustees

\_\_\_\_\_  
[Name] \_\_\_\_\_  
[Title] \_\_\_\_\_

Dated: \_\_\_\_\_,

Dated: \_\_\_\_\_,